



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
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July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retroactive** Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by \$1,549,015, from \$3,157,927, to an amount not to exceed \$4,706,942 effective **retroactive** to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

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

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	\$240,000	\$0	\$240,000
FIT/NHNH, Inc.	\$0	\$645,775	\$645,775
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$0	\$247,000
Greater Nashua Council on Alcoholism	\$0	\$624,599	\$624,599
Headrest	\$147,999	\$0	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$0	\$1,118,371
Hope on Haven Hill	\$0	\$278,641	\$278,641
North Country Health Consortium	\$287,406	\$0	\$287,406
Phoenix Houses of New England, Inc.	\$232,921	\$0	\$232,921
Seacoast Youth Services	\$73,200	\$0	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$0	\$589,540
The Community Council of Nashua, N.H.	\$162,000	\$0	\$162,000
West Central Services, Inc.	\$59,490	\$0	\$59,490
Total SFY19	\$3,157,927	\$1,549,015	\$4,706,942

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

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

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

Please see attached financial details.

EXPLANATION

Action #1)

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

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

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

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

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

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

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

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

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

Action #2)

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

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

These contracts were originally competitively bid.

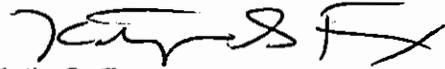
Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be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

Area served: Statewide.

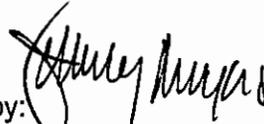
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



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

Substance Use Disorder Treatment And
Recovery Support Services

RFA-2019-BDAS-01-SUBST

RFA Name

RFA Number

Reviewer Names

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

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

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

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

Attachment A
Financial Details

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

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

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

Dismas Home of NH Vendor Code:TBD

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

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

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

FIT/NHNH Vendor Code: 157730-B001

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

Grafton County Vendor Code: 177397-B003

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

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-B001

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

Headrest, Inc Vendor Code: 175226-B001

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

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

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

North Country Health Consortium Vendor Code: 158557-B001

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

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

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

Seacoast Youth Services Vendor Code: 203944-B001

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

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

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

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$467,166	\$1,419,560

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

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

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

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

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

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

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

FIT/NHNNH Vendor Code: 157730-B001

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

Grafton County Vendor Code: 177397-B003

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

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-B001

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

Headrest, Inc Vendor Code: 175226-B001

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

Hope on Have Hill Vendor Code: 275119-B001

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

North Country
Health Consortium Vendor Code: 158557-B001

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

Attachment A
Financial Details

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

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

Seacoast Youth
Services Vendor Code: 203944-B001

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

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

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			\$2,205,533	\$1,081,849	\$3,287,382
Grand Total All			\$3,157,927	\$1,549,015	\$4,706,942



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

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

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dismas Home of New Hampshire, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 102 Fourth Street, Manchester NH 03102

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

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

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

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

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

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

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

10. Contract Compliance Audits

10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty



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

(30) days from the date of the final findings which addresses any and all findings.

- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 10, in its entirety.

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

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

[Signature]
Katja S. Fox
Director

Dismas Home of New Hampshire, Inc.

6/29/18
Date

[Signature]
Name: Paul A. Young
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire County of Rockingham on 6-28-18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

angela Carter
Name and Title of Notary or Justice of the Peace

My Commission Expires: ANGELA M. CARTER
Notary Public - New Hampshire
My Commission Expires October 21, 2020





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

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

OFFICE OF THE ATTORNEY GENERAL

7/3/18
Date

[Signature]
Name: *Rebecca W Ross*
Title: *Sr. Assist. Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

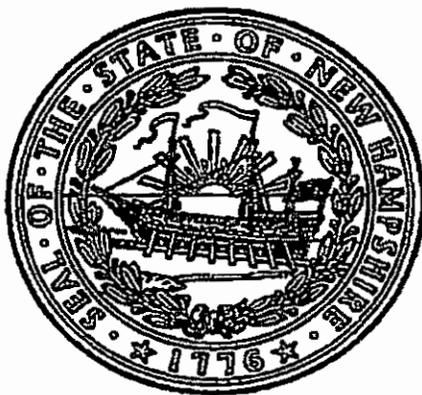
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 719017

Certificate Number: 0004094030



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, PAUL A. Young, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Dismas Home of New Hampshire.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 6/28/18:
(Date)

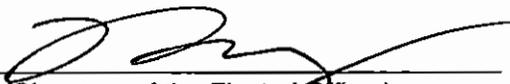
RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of June, 2018.
(Date Amendment Signed)

4. PAUL A. Young is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

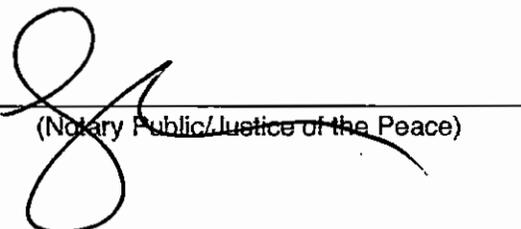

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 28 day of June, 2018,

By PAUL A. Young
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: ANGELA M. CARTER
Notary Public - New Hampshire
My Commission Expires October 21, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2018

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Robin McAfee PHONE (A/C No. Ext): (603) 669-3218 E-MAIL ADDRESS: rmcfee@crossagency.com	FAX (A/C No.): (603) 645-3331
	INSURER(S) AFFORDING COVERAGE	
INSURED Dismas Home of New Hampshire, Inc. 102 Fourth Street Manchester NH 03102	INSURER A: Catlin Specialty Insurance Company	
	INSURER B: AmTrust Financial Services, Inc.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 GL & WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		1800100269	2/23/2018	2/23/2019	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$:					COMBINED SINGLE LIMIT (Eq accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WRC3349933 (3a.) NH F. Young, J. Wallace & J. Hoyt excluded	5/11/2018	5/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: RSA-2019-BDAS-01-SUBST

CERTIFICATE HOLDER sara.lutat@dismashomenh.or State of NH Division of Health & Human Services Contract & Procurement 129 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robin McAfee/JSC <i>Robin McAfee</i>
--	--

Dismas Home of New Hampshire's Mission:

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

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2017

Department of the Treasury
Internal Revenue Service

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

Open to Public Inspection

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

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

C Name of organization
Dismas Home of New Hampshire
 Doing business as

D Employer identification number
47-2722572

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite | E-Telephone number
102 Fourth Street | | **603-782-3004**

City or town, state or province, country, and ZIP or foreign postal code
Manchester NH 03102

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

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

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

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(e)(1) or 527

J Website: **www.dismashomenh.org**

K Form of organization: Corporation Trust Association Other

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

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
 See Schedule O

2 Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	12
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	11
5 Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	9
6 Total number of volunteers (estimate if necessary)	6	45
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
7b Net unrelated business taxable income from Form 990-T, line 34	7b	0

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	207,064	179,127
9 Program service revenue (Part VIII, line 2g)		5,117
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	124	-143
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		0
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	207,188	184,101
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	35,586	158,323
16a Professional fundraising fees (Part IX, column (A), line 11e)	14,905	0
16b Total fundraising expenses (Part IX, column (D), line 25) ▶ 1,743		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	52,652	57,051
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	103,143	215,374
19 Revenue less expenses. Subtract line 18 from line 12	104,045	-31,273

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	182,538	161,911
21 Total liabilities (Part X, line 26)	3,259	14,468
22 Net assets or fund balances. Subtract line 21 from line 20	179,279	147,443

Part II Signature Block

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

Sign Here Signature of officer: **John Wallace** Date: _____
 Treasurer & Director
 Type or print name and title

Paid Preparer Use Only Print/Type preparer's name: **Bernard R Towne, CPA** Preparer's signature: _____ Date: **05/01/18** Check if PTIN self-employed **P01825432**
 Firm's name: **Champion Accounting Solutions** Firm's EIN: **47-5175461**
 Firm's address: **14 Pleasant PL, PO Box 42** Phone no. **603-763-1722**
Sunapee, NH 03782-0042

Part III Statement of Program Service Accomplishments

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

1 Briefly describe the organization's mission:

See Schedule O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

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

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

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

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

4a (Code:) (Expenses \$ 196,858 including grants of\$) (Revenue \$ 5,117)

In 2016 the organization opened its first home located in Manchester, NH. The home houses formerly incarcerated females and assists with their reintegration into the community.

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

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

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

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

4e Total program service expenses ▶ 196,858

Part IV Checklist of Required Schedules

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

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

Part V Statements Regarding Other IRS Filings and Tax Compliance

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

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
4b	If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5c	If "Yes" to line 5a or 5b, did the organization file Form 8896-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
6b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7 Organizations that may receive deductible contributions under section 170(c).			
7a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
7b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
7c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
7d	If "Yes," indicate the number of Forms 8282 filed during the year		
7e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
7f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
7g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		X
7h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1099-C?		X
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9a	Sponsoring organizations maintaining donor advised funds. Did the sponsoring organization make any taxable distributions under section 4966?		
9b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10 Section 501(c)(7) organizations. Enter:			
10a	Initiation fees and capital contributions included on Part VIII, line 12		
10b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11 Section 501(c)(12) organizations. Enter:			
11a	Gross income from members or shareholders		
11b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
12b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
13 Section 501(c)(29) qualified nonprofit health insurance issuers.			
13a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.		
13b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
13c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
14b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

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

Section A. Governing Body and Management

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

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

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

Section C. Disclosure

17	List the states with which a copy of this Form 990 is required to be filed NH
18	Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply. <input type="checkbox"/> Own website <input type="checkbox"/> Another's website <input checked="" type="checkbox"/> Upon request <input type="checkbox"/> Other (explain in Schedule O)
19	Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20	State the name, address, and telephone number of the person who possesses the organization's books and records: Champion Accounting Solutions PLLC 14 Pleasant Place Sunapee

Form 990 (2017) **Dismas Home of New Hampshire** 47-2722572 Page 7
Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors
 Check if Schedule O contains a response or note to any line in this Part VII

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

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

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

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

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

Part VIII Statement of Revenue

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

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

Part IX Statement of Functional Expenses

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

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

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

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

Part X Balance Sheet

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

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

Part XI Reconciliation of Net Assets

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

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

Part XII Financial Statements and Reporting

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

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

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

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

2017

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 990 or Form 990-EZ

Open to Public Inspection

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

Dismas Home of New Hampshire

Employer identification number

47-2722572

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

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

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

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

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

Schedule A (Form 990 or 990-EZ) 2017

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

Section A. Public Support

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

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
7 Amounts from line 4			53,800	207,064	179,127	439,991
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources			10	124	68	202
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						440,193
12 Gross receipts from related activities, etc. (see instructions)					12	5,185
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2017 (line 6, column (f) divided by line 11, column (f))	14	99.95%
15 Public support percentage from 2016 Schedule A, Part II, line 14	15	99.95%
16a 33 1/3% support test—2017. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input checked="" type="checkbox"/>		
b 33 1/3% support test—2016. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2017. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2016. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)
 (Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.
 If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

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

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) 2017	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

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

Section D. Computation of Investment Income Percentage

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

- 19a **33 1/3% support tests—2017.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization
- b **33 1/3% support tests—2016.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization
- 20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

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

Section A. All Supporting Organizations

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

Part IV Supporting Organizations (continued)

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

Section B. Type I Supporting Organizations

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

Section C. Type II Supporting Organizations

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

Section D. All Type III Supporting Organizations

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

Section E. Type III Functionally-Integrated Supporting Organizations

- 1** Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see Instructions).
- a The organization satisfied the Activities Test. Complete line 2 below.
 - b The organization is the parent of each of its supported organizations. Complete line 3 below.
 - c The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see Instructions).

2 Activities Test. Answer (a) and (b) below.

	Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
2a		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
2b		
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
3b		

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

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

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4).	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

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

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2017 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2017	(iii) Distributable Amount for 2017
1 Distributable amount for 2017 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2017 (reasonable cause required-explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2017:			
a			
b From 2013			
c From 2014			
d From 2015			
e From 2016			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2017 distributable amount			
i Carryover from 2012 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2017 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2017 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2017, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2017. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2018. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2013			
b Excess from 2014			
c Excess from 2015			
d Excess from 2016			
e Excess from 2017			

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

Schedule of Contributors

OMB No. 1545-0047

2017

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

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

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

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

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

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

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

501(c)(3) taxable private foundation

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

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

General Rule

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

Special Rules

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

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

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

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

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

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

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

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

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

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

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

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

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

Name of the organization

Employer identification number

Dismas Home of New Hampshire

47-2722572

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

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

Part II Conservation Easements.

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

Table with 2 columns: Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year. (2a Total number of conservation easements, 2b Total acreage restricted by conservation easements, 2c Number of conservation easements on a certified historic structure included in (a), 2d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register), 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? (Yes/No), 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? (Yes/No), 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: Revenue included on Form 990, Part VIII, line 1; Assets included in Form 990, Part X. Rows include: 1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items. 1b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1; (ii) Assets included in Form 990, Part X. 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items: a Revenue included on Form 990, Part VIII, line 1; b Assets included in Form 990, Part X.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

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

Part IV Escrow and Custodial Arrangements.

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

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

Part V Endowment Funds.

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

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

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

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

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

Part VII Investments—Other Securities.

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

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

Part VIII Investments—Program Related.

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

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

Part IX Other Assets.

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

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

Part X Other Liabilities.

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

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

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

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

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2017Open to Public
Inspection

Name of the organization

Dismas Home of New Hampshire

Employer identification number

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

Helping the formerly incarcerated with a second chance for a new beginning.

The organization operates a home in Manchester, NH where formerly
incarcerated women can live after leaving prison for a period of time as
they transition back into society.**Form 990 - Organization's Mission**The Dismas Home of New Hampshire provides a safe, nurturing environment
to formerly incarcerated women. These women often have no place to go but
the streets, a cheap boarding house or a location and situation that
contributed to the problems leading to their incarceration.**Form 990, Part I, Line 6**The organization relies heavily on volunteer service. Volunteers have
performed a variety of services including assisting in home renovations,
community outreach, office and other home related services.**Form 990, Part VI, Line 11b - Organization's Process to Review Form 990**The 990 was reviewed in its entirety by the Board of Directors at a
regularly scheduled monthly meeting. Feedback was provided by the directors
and incorporated into the final filing.**Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy**The organization monitors compliance with the conflict of interest policy
by way of direct discussion of the policy and any related conflicts at

Name of the organization

Employer identification number

Dismas Home of New Hampshire

47-2722572

regularly held meetings of the board of directors.

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

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

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

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

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

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

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

Book / Tax Depreciation Difference \$ -563

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ Attach to your tax return.
▶ Go to www.irs.gov/Form4562 for instructions and the latest information.

OMB No. 1545-0172

2017

Attachment Sequence No. **179**

Name(s) shown on return

Dismas Home of New Hampshire

Identifying number

47-2722572

Business or activity to which this form relates

Indirect Depreciation

Part I Election To Expense Certain Property Under Section 179

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

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

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

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

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

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

Section A

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

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

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

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

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

Part IV Summary (See instructions.)

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

For Paperwork Reduction Act Notice, see separate instructions.

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

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

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

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

Section B—Information on Use of Vehicles

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

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

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

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

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

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

Part VI Amortization

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

Year Ended: December 31, 2017

47-2722572

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

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

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

47-2722572

Federal Asset Report

FYE: 12/31/2017

Form 990, Page 1

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

47-2722572

AMT Asset Report

FYE: 12/31/2017

Form 990, Page 1

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

47-2722572

Bonus Depreciation Report

FYE: 12/31/2017

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

47-2722572

Depreciation Adjustment Report

FYE: 12/31/2017

All Business Activities

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

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

Form 990	Two Year Comparison Report	2016 & 2017
For calendar year 2017, or tax year beginning		ending

Name

Taxpayer Identification Number

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

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

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

Name

Dismas Home of New Hampshire

	2013	2014	2015	2016	2
Contributions, gifts, grants				207,064	1
Membership dues					
Program service revenue					
Capital gain or loss					
Investment income				124	
Fundraising revenue (income/loss)					
Gaming revenue (income/loss)					
Other revenue					
Total revenue				207,188	1
Grants and similar amounts paid					
Benefits paid to or for members					
Compensation of officers, etc.					
Other compensation				35,586	1
Professional fees				15,933	
Occupancy costs					
Depreciation and depletion				29,946	
Other expenses				21,678	
Total expenses				103,143	2
Excess or (Deficit)				104,045	-
Total exempt revenue				207,188	1
Total unrelated revenue					
Total excludable revenue				124	
Total Assets				182,538	1
Total Liabilities				3,259	
Net Fund Balances				179,279	1

Federal Statements**Taxable Interest on Investments**

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

Taxable Dividends from Securities

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

DISM2572 Dismas Home of New Hampshire
 47-2722572
 FYE: 12/31/2017

Federal Statements

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

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

DISM2572 Dismas Home of New Hampshire
47-2722572
FYE: 12/31/2017

Federal Statements

Schedule A, Part II, Line 1(e)

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

Schedule A, Part II, Line 12 - Current year

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

BOARD OF DIRECTORS OF DISMAS HOME OF NEW HAMPSHIRE

ALONG WITH BRIEF PROFESSIONAL SUMMARIES

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

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

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

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

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

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

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

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

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

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

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

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

ADVISORY BOARD:

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

Sara J. Lutat

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

EXPERIENCE

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

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

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

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

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

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

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

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

EDUCATION

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

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

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

Madison L. Scott

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

Experience

Internships:

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

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

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

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

- **Per Diem (P/T)**- Dismas Home of New Hampshire, Manchester NH
 - Supervised residents after hours (nights and weekends)
 - Enforced Dismas Home residential policies
 - Provided support to residents through conversations assisted with crisis that occurred in the home with residents
 - Conducted room checks and ensured bedroom expectation were met

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

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

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

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

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

Activities and Community Involvement

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

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

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

Education

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

Relative Course Work

CJ 361- A *Women and Crime*

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

SO 256-A *Social Services*

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

SO 357-A *Social Work: Therapeutic Interviewing*

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

Megan Leavy

Objective

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

Personal Strengths and Skills

Excellent communication skills

Able to work both independently and within a team

Strong leadership skills

Detail oriented

Able to manage emergency situations in a calm and organized manner

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

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

Education

West Chester University

West Chester, PA

Bachelor of Science in Nursing 1994

Professional Experience

Dismas Home of NH April 2017 to present

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

St. Anselm College Manchester, NH April 2017 to present

Utility Worker in Dining Services

Highlander Farm Norwich, VT 2007-2015

Live-in caretaker for farm, farm animals and dogs

Lucky Dawg Pet Care Norwich, VT 2010-2014

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

The Murray Agency West Lebanon, NH 2009-2010

Licensed Insurance Sales Representative

Riverbend Veterinary Clinic Plainfield, NH 2007-2008

Veterinary technician responsibilities and customer service

Complete Canine Plainfield, NH 2006-2007

Kennel and dog daycare worker, customer service

References

Steve Wilson 603-656-6158

Terry Churillo 603-860-3699

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

Melissa Braga 603-548-6796

Kelsey Fredette

OBJECTIVE:

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

SKILLS & QUALIFICATIONS:

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

EDUCATION:

Kaplan University: South Portland, ME (Online)

Anticipated Graduation May 2016

Certificate in Crime Scene Investigation

Relevant Coursework:

- Crime Scene Investigation I
- Fingerprint Analysis

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

Graduated in May 2013

Bachelor's Degree in Criminal Justice

Relevant Coursework:

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

EXPERIENCE:

Dismas Home of New Hampshire: Manchester, NH

September 2017 - Present

Program Assistant

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

Intern at NH State Police: Epping, NH

March 2016 - May 2016

Market Basket: Londonderry, NH

October 2008-February 2018

Grocery Personal

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

VOLUNTEER EXPERIENCE & COMMUNITY ACTIVITIES:

Londonderry High School: Londonderry, NH

2008-Present

Statistician for the varsity football team during the Fall season

Londonderry High School: Londonderry, NH

2008

Band member; participated in the 2008 pre-Olympic festival in Beijing China

Girl Scouts of the Green and White Mountains: Londonderry, NH

1999-2010

Assisted with various service activities throughout the community

Recipient of the Ambassador Award (2010)

References

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

Jeff Czarnec, Ph.D.
Associate Dean
in
Criminal Justice & Social Sciences
33 South Commercial Street
Southern New Hampshire University (Online)
(603)314-1400
j.czarnec@snhu.edu

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

The Reverend Sarah Rockwell

MINISTRY OBJECTIVE

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

THEOLOGY OF MINISTRY

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

SUMMARY OF QUALIFICATIONS

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

PASTORAL SPECIALITIES

Pastoral Care

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

Outreach and Social Justice

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

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

Worship

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

Faith Formation

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

EMPLOYMENT HISTORY

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

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

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

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

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

MEMBERSHIP ORGANIZATIONS

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

EDUCATION

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

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

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

HOBBIES AND AVOCATIONS

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

References:

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

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

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

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

Key Salary Personnel

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Dismas Home of NH

Name of Program/Service:

Dismas Home of NH

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

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

69



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$3,157,927

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

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

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

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

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

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

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

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

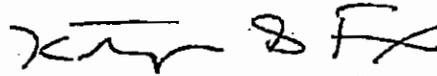
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

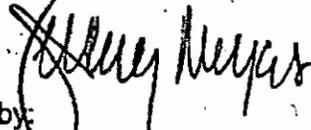
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



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

Substance Use Disorder Treatment And
Recovery Support Services

RFA-2019-BDAS-01-SUBST

RFA Name

RFA Number

Reviewer Names

Bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	440	270	North Country
2. <u>Dismas Home of New Hampshire, Inc.</u>	440	262	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	339	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	328	Capital
5. <u>FTI/NH, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	280	Greater Nashua
8. <u>Halo Educational Systems</u>	440	see below*	Upper Valley
9. <u>Headrest</u>	440	283	Upper Valley
10. <u>Hope on Haven Hill Inc.</u>	440	304	Strafford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	394	Greater Nashua
12. <u>North Country Health Consortium</u>	440	325	North Country
13. <u>North Country Health Consortium</u>	440	295	Carroll County
14. <u>Phoenix Houses of New England, Inc.</u>	440	361	Monadnock
15. <u>Seacoast Youth Services</u>	440	215	Seacoast
16. <u>Seacoast Youth Services</u>	440	215	Strafford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	440	370	Strafford
19. <u>West Central Services, Inc.</u>	440	231	Greater Sullivan
20. <u>White Horse Addiction Center, Inc.</u>	440	138**	Carroll County

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

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

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

Attachment A
Financial Details

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

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

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

Dismas Home of NH

Vendor Code:TBD

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

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum

Vendor Code: 177204-B005

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

Grafton County

Vendor Code: 177397-B003

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

Headrest, Inc

Vendor Code: 175226-B001

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

North Country
Health Consortium

Vendor Code: 158557-B001

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

Attachment A
Financial Details

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

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

Seacoast Youth
Services Vendor Code: 203944-B001

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

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

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$0	\$952,394

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

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

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

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

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

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

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

Grafton County Vendor Code: 177397-B003

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

Headrest, Inc Vendor Code: 175226-B001

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

North Country
Health Consortium Vendor Code: 158557-B001

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

Attachment A
Financial Details

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

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

Seacoast Youth
Services Vendor Code: 203944-B001

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

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

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$2,205,533	\$0	\$2,205,533
Grand Total All			\$3,157,927	\$0	\$3,157,927

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

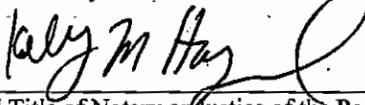
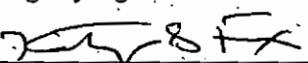
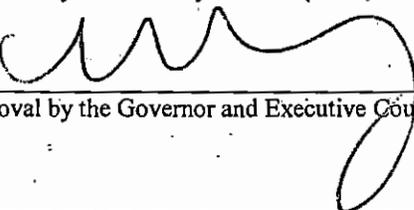
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Dismas Home of New Hampshire, Inc.		1.4 Contractor Address 102 Fourth Street Manchester NH 03102	
1.5 Contractor Phone Number 603-782-3004	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$240,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul A. Young, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/11/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: right;"> KELLY M. HAYWARD, Notary Public State of New Hampshire Commission Expires August 24, 2021 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Kelly M. Hayward, Admin. Asst. II			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Michelle Y. Cobb - Attorney</u> <u>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

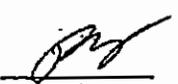
14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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


6.4.18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

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

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
- 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
- 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
- 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
- 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

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



Exhibit A

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

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

2.4. Reserved

2.5. Enrolling Clients for Services

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

2.5.2. The Contractor must complete intake screenings as follows:

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

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web



Exhibit A

- Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or
- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
- 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
- 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
- 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.



Exhibit A

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders



Exhibit A

- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not



Exhibit A

share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate



Exhibit A

withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients



Exhibit A

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



Exhibit A

- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.1), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
 - 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:



Exhibit A

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



Exhibit A

- achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:



Exhibit A

- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
- 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
- 2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;



Exhibit A

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

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.



Exhibit A

- 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
- 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.



Exhibit A

- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.



Exhibit A

- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

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

6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
- 6.1.1.1. 100% of all clients at admission
- 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
- 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
- 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.



Exhibit A

- 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
- 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;



Exhibit A

- 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
- 6.1.6.2.6. The identification of any media that had reported the event;
- 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

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



Exhibit A

days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

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

8.1.1. Days of Cash on Hand:

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

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

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

8.1.2. Current Ratio:

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

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

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

8.1.3. Debt Service Coverage Ratio:

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

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

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt



Exhibit A

- service (principal and interest) over the next twelve (12) months.
- 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
 - 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
 - 8.2. In the event that the Contractor does not meet either:
 - 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely



Exhibit A

litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service



Exhibit A

- 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
- 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
- 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention, 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
 - 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
 - 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
 - 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
 - 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
 - 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
 - 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
 - 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
 - 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
 - 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
8. Clinical Supervision.
- 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
- 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
- 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name; strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
 - 21.3. Clients shall be informed of any house policies upon admission to the residence.
 - 21.4. House policies shall be posted and such policies shall be in conformity with this section.
 - 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
 - 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
22. State and Federal Requirements
- 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment
or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

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



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 8 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
- 5.7.1. Transitional Living (See Section 6 below) and
- 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 below).
- 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment
- 6.1. The Contractor may charge the client fees for room and board, in addition to:



Exhibit B

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

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

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



Exhibit B

8. Sliding Fee Scale

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

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

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

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

9. Submitting Charges for Payment

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

9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

9.1.5. Submit separate batches for each billing month.



Exhibit B

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- 9.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 9.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
11. Funds in this contract may not be used to replace funding for a program already funded from another source.
12. The Contractor will keep detailed records of their activities related to Department funded programs and services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 15.2.1. Make cash payments to intended recipients of substance abuse services.
- 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for



Exhibit B

Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

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

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

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



Exhibit B-1

Service Fee Table

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

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Transitional Living for room and board only	\$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



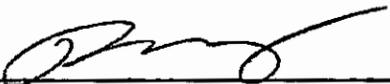
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: *Dismas Home of New Hampshire*

6/4/18
Date


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



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

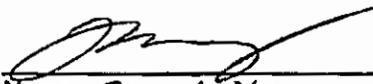
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: *Dismas Home of New Hampshire*

6/4/18
Date


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



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

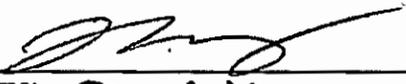
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *Dismas Home of New Hampshire*

6/4/18
Date


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



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

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

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

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

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

Exhibit G

Contractor Initials

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

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: *Dismas Home of New Hampshire*

6/4/18
Date

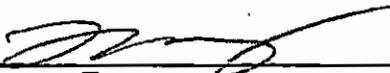
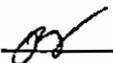

Name: *PAUL A. YOUNG*
Title: *President*

Exhibit G

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

Contractor Initials 



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *DISMAS Home of New Hampshire*

6/4/18
Date

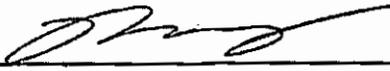

Name: *PAUL A. YOUNG*
Title: *President*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

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

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

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



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.528.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

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

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



Exhibit I

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

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

Department of Health and Human Services

The State

Katja S Fix
Signature of Authorized Representative

Katja S Fix
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

DISMAS HOME OF NEW HAMPSHIRE

Name of the Contractor

[Signature]
Signature of Authorized Representative

Paul A. Young
Name of Authorized Representative

President
Title of Authorized Representative

6/4/18
Date



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

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

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

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

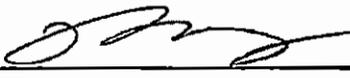
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: *Dismas Home of New Hampshire*

6/4/18
Date



Name:
Title:



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



A. Definitions

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

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

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

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

DHHS Information Security Requirements



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



Exhibit K

DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



Exhibit K

DHHS Information Security Requirements

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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Handwritten initials, possibly 'JD', written in black ink.

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-02)

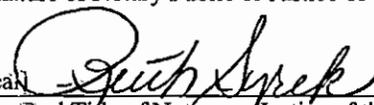
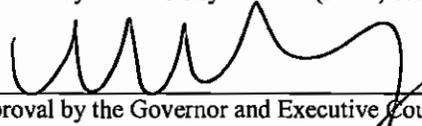
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name FIT/NHNH, Inc.		1.4 Contractor Address 122 Market Street Manchester NH 03101	
1.5 Contractor Phone Number 603-641-9441 x222	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$645,775
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	
1.13 Acknowledgement: State of New Hampshire, County of Hillsborough On June 7, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin. Asst., Notary Public		RUTH A. SYREK, Notary Public My Commission Expires October 16, 2018	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Mega A. Yoda-Atorney 6/25/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

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- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

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

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.4.1. The Contractor shall provide its men's Transitional Living Services at the State owned land and building through a facilities use agreement in accordance with Exhibit A-2.

2.3.1.4.2. The Contractor shall provide its men's Transitional Living Services through December 31, 2018.

2.4. Recovery Support Services

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

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Exhibit A

- 2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:
- 2.4.2.1. Intensive Case Management
- 2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) **and which exceed the minimum case management requirements for the ASAM level of care.**
- 2.4.2.1.2. The Contractor will provide Intensive Case Management by a:
- 2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or
- 2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or
- 2.4.2.1.2.3. Licensed Counselor
- 2.4.2.2. Transportation for Pregnant and Parenting Women:
- 2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.
- 2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:
- 2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.



Exhibit A

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- 2.4.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order
 - 2.4.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.4.2.3. Child Care for Pregnant and Parenting Women:
 - 2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.
 - 2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.
 - 2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.
 - 2.5. Enrolling Clients for Services
 - 2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
 - 2.5.2. The Contractor must complete intake screenings as follows:
 - 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
 - 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information



Exhibit A

- Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:



Exhibit A

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- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
 - 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
 - 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;



Exhibit A

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



Exhibit A

consent at any time without any impact on services provided under this contract.

- 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

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



Exhibit A

directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

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

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)



Exhibit A

- 2.8.3.1.3. attainable (within the individual's ability to achieve)
- 2.8.3.1.4. realistic (the resources are available to the individual), and
- 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:



Exhibit A

- 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.
- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in



Exhibit A

- compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely



Exhibit A

be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.



Exhibit A

- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
 - 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
 - 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
 - 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
 - 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
 - 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :
 - 2.9.1.1. Hepatitis C Virus (HCV)



Exhibit A

- 2.9.1.2. Human Immunodeficiency Virus (HIV)
- 2.9.1.3. Sexually Transmitted Diseases (STD)
- 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
 - 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
 - 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.



Exhibit A

- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

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Exhibit A

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- 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
- 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.



Exhibit A

- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

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

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.



Exhibit A

- 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

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



Exhibit A

- 6.1.3.1.7. Restraint; or
- 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

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Exhibit A

- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

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

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:
- 8.1.1. Days of Cash on Hand:
 - 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments



Exhibit A

on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 8.1.2. Current Ratio:
 - 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 8.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.



Exhibit A

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

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

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Exhibit A

- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
- 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
- 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
- 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
- 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
- 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

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



Exhibit A

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.
- 9. Clinical Services.



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
- 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
- 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

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



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Transitional Living (See Section 6 below).
 - 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Charging the Client for Room and Board for Transitional Living Services
- 6.1. The Contractor may charge the client fees for room and board, in addition to:
 - 6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
 - 6.1.2. The charges to the Department

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Exhibit B

6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

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

6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

7. Charging for Clinical Services under Transitional Living

7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

7.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

8. Additional Billing Information: Intensive Case Management Services:

8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

8.2. The Department will not pay for intensive case management provided to a client prior to admission.



Exhibit B

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- 8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
9. Additional Billing Information: Transportation
- 9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; **or**.
- 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 9.3. The Contractor will invoice the Department according to Department instructions.
10. Charging for Child Care
- 10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, **or**
- 10.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.



Exhibit B

11. Sliding Fee Scale

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

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

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

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

12. Submitting Charges for Payment

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

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.



Exhibit B

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- 12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
13. Funds in this contract may not be used to replace funding for a program already funded from another source.
14. The Contractor will keep detailed records of their activities related to Department funded programs and services.
15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
- 17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 17.2.1. Make cash payments to intended recipients of substance abuse services.
- 17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free



Exhibit B

needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

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

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

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Exhibit B-1

Service Fee Table

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

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	\$75.00	Per day
Individual Intensive Case Management	\$16.50	15 min
Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate with additional general liability umbrella coverage of not less than \$5,000,000 each occurrence.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: FIT/NHNNH, Inc.

June 7, 2018
Date


Name: Maureen Beauregard
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: FIT/NHNNH, Inc.

June 7, 2018
Date


Name: Maureen Beauregard
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

June 7, 2018
Date


Name: Maureen Beauregard
Title: President



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

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

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

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

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

Exhibit G

Contractor Initials

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

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: FIT/NHNNH, Inc.

June 7, 2018
Date


Name: Maureen Beauregard
Title: President

Exhibit G

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

Contractor Initials MB



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: FIT/NHNN, Inc.

June 7, 2018
Date

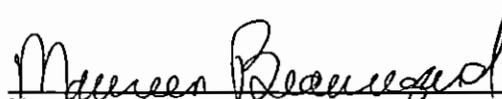

Name: Maureen Beauregard
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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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

Handwritten initials, possibly "ND", written in black ink.



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/25/18
Date

FIT/NHNN, Inc.
Name of the Contractor

Maureen Beauregard
Signature of Authorized Representative

Maureen Beauregard
Name of Authorized Representative

President
Title of Authorized Representative

June 7, 2018
Date



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

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

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

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

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

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

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

Contractor Name: FIT/NHNN, Inc.

June 7, 2018
Date


Name: Maureen Beauregard
Title: President



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: 825360399
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: _____



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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

DHHS Information Security Requirements



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



DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Handwritten initials in black ink, appearing to be "MSP", written over a horizontal line.

State of New Hampshire

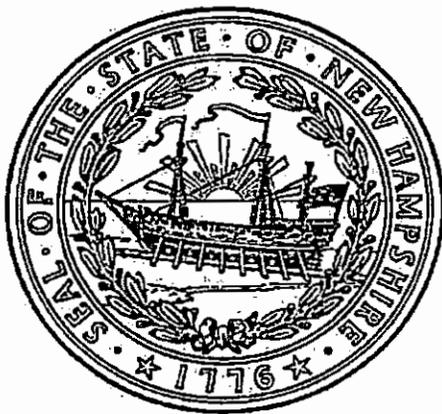
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIT/NHNC, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. 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: 207982

Certificate Number: 0004088815



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Member of FIT/NHNNH, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of
the Agency duly held on June 7, 2018 :
(Date)

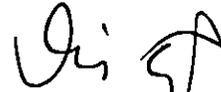
RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 7 day of June, 2018.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



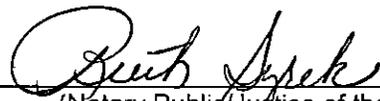
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 7 day of June, 2018.

By Dick Anagnost
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public
My Commission Expires **October 16, 2018**

Commission Expires: _____



FAMIINT-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2018

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME:		
	PHONE (A/C, No, Ext): (603) 225-6611	FAX (A/C, No): (603) 225-7935	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Selective Insurance Group Inc.			
INSURER B : Granite State Health Care & Human Services Self Insured Group			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

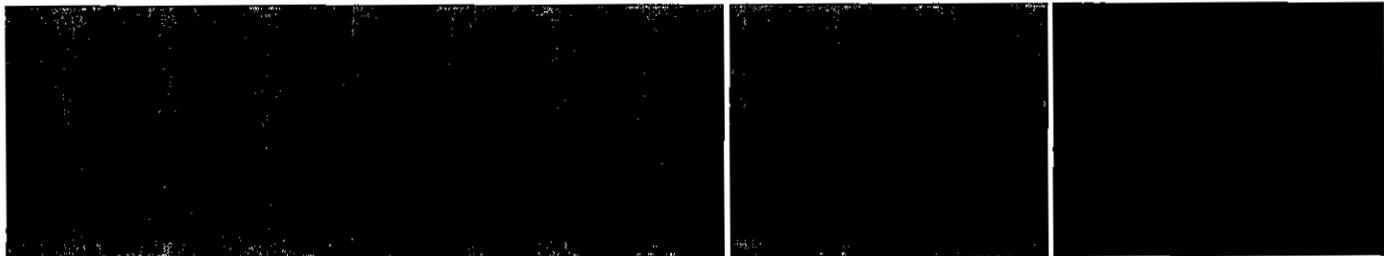
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S2332697-00	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2332697-00	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2332697-00	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20180000019	02/01/2018	02/01/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Information
 3A State: NH

CERTIFICATE HOLDER State of NH, DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Donna P. Beaudoin</i>

Our Mission

The mission of FIT/NHNNH is to provide hunger relief, emergency shelter, safe affordable housing, and supportive services to individuals and families who are homeless or in need, enabling them to gain self-sufficiency and respect.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2017

(With Comparative Totals for 2016)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2017 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2017, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2016 consolidated financial statements and, in our report dated March 29, 2017, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2016 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2017, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 30, 2018

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2017

(With Comparative Totals for December 31, 2016)

	<u>2017</u>	<u>2016</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 1,062,497	\$ 797,760
Funds held as fiscal agent	96,383	91,897
Accounts receivable	38,380	21,649
Grants and contributions receivable	451,664	323,416
Prepaid expenses	33,229	35,838
Due from related parties	-	8,208
Other current assets	<u>43,097</u>	<u>42,795</u>
Total current assets	1,725,250	1,321,563
Replacement reserves	292,264	333,855
Reserve cash designated for properties	722,130	737,887
Investments	-	2,994
Investment in related entity	1,001	1,001
Property and equipment, net	26,210,337	26,990,325
Development in process	2,090,031	158,991
Other assets, net	<u>103,449</u>	<u>116,646</u>
Total assets	\$ <u>31,144,462</u>	\$ <u>29,663,262</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 216,147	\$ 204,278
Accounts payable	220,829	168,988
Accrued expenses	217,676	207,932
Funds held as fiscal agent	96,383	91,897
Other current liabilities	<u>49,504</u>	<u>48,106</u>
Total current liabilities	800,539	721,201
Long-term debt, less current portion	<u>11,317,970</u>	<u>10,831,602</u>
Total liabilities	<u>12,118,509</u>	<u>11,552,803</u>
Net assets		
Unrestricted - controlling interest	14,563,053	12,887,376
Unrestricted - noncontrolling interest	<u>3,565,478</u>	<u>4,808,111</u>
Total unrestricted	18,128,531	17,695,487
Temporarily restricted	<u>897,422</u>	<u>414,972</u>
Total net assets	<u>19,025,953</u>	<u>18,110,459</u>
Total liabilities and net assets	\$ <u>31,144,462</u>	\$ <u>29,663,262</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Activities

Year Ended December 31, 2017

(With Comparative Totals for the Year Ended December 31, 2016)

	Unrestricted - Controlling Interest	Unrestricted - Noncontrolling Interest	Total Unrestricted	Temporarily Restricted	Total 2017	Total 2016
Revenue and support						
Federal, state and other grant support	\$ 2,564,953	\$ -	\$ 2,564,953	\$ 647,794	\$ 3,212,747	\$ 2,349,452
Rental income, net of vacancies	1,841,064	-	1,841,064	-	1,841,064	1,779,729
Thrift store sales	685,756	-	685,756	-	685,756	733,574
Public support	425,225	-	425,225	-	425,225	291,046
Tax credit revenue	-	-	-	80,000	80,000	70,000
Special events	197,191	-	197,191	-	197,191	200,057
VISTA program revenue	125,742	-	125,742	-	125,742	83,649
Unrealized gains on investments	1,270	-	1,270	-	1,270	3,906
Gain (loss) on disposal of assets	5,133	-	5,133	-	5,133	(28,156)
Interest income	31,519	-	31,519	-	31,519	29,107
In-kind donations	61,548	-	61,548	-	61,548	22,549
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	411,535	-	411,535	-	411,535	248,815
Other income	105,860	-	105,860	-	105,860	74,812
Net assets released from restrictions	245,344	-	245,344	(245,344)	-	-
	<u>6,833,407</u>	<u>-</u>	<u>6,833,407</u>	<u>482,450</u>	<u>7,315,857</u>	<u>5,989,807</u>
Total revenue and support						
Expenses						
Program activities						
Housing	6,299,553	-	6,299,553	-	6,299,553	5,260,642
Thrift store	681,291	-	681,291	-	681,291	590,896
Total program activities	6,980,844	-	6,980,844	-	6,980,844	5,851,538
Fundraising	418,486	-	418,486	-	418,486	402,696
Management and general	539,803	-	539,803	-	539,803	457,590
	<u>7,939,133</u>	<u>-</u>	<u>7,939,133</u>	<u>-</u>	<u>7,939,133</u>	<u>6,711,824</u>
Total expenses						
(Deficiency) excess of revenue and support over expenses	(1,105,726)	-	(1,105,726)	482,450	(623,276)	(722,017)
Grants and contributions for capital projects	1,538,770	-	1,538,770	-	1,538,770	7,300
Transfer of noncontrolling interest resulting from dissolution of limited partnership	848,610	(848,610)	-	-	-	-
	<u>1,281,654</u>	<u>(848,610)</u>	<u>433,044</u>	<u>482,450</u>	<u>915,494</u>	<u>(714,717)</u>
Change in net assets						
Change in net assets attributable to noncontrolling interest in subsidiaries	394,023	(394,023)	-	-	-	-
	<u>1,675,677</u>	<u>(1,242,633)</u>	<u>433,044</u>	<u>482,450</u>	<u>915,494</u>	<u>(714,717)</u>
Change in net assets after reclassification of portion attributable to noncontrolling interest						
Net assets, beginning of year, restated	12,887,376	4,808,111	17,695,487	414,972	18,110,459	18,825,176
Net assets, end of year	\$ <u>14,563,053</u>	\$ <u>3,565,478</u>	\$ <u>18,128,531</u>	\$ <u>897,422</u>	\$ <u>19,025,953</u>	\$ <u>18,110,459</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2017

(With Comparative Totals for the Year Ended December 31, 2016)

	Program Activities			Management and General	2017 Total	2016 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 2,321,553	\$ 398,751	\$ 239,433	\$ 208,629	\$ 3,168,366	\$ 2,374,819
Employee benefits	292,962	23,458	17,717	15,438	349,575	239,051
Payroll taxes	<u>154,646</u>	<u>30,788</u>	<u>26,061</u>	<u>22,709</u>	<u>234,204</u>	<u>176,891</u>
Total salaries and benefits	2,769,161	452,997	283,211	246,776	3,752,145	2,790,761
Other expenses						
Advertising	9,973	24,062	1,176	1,025	36,236	45,919
Amortization	13,197	-	-	-	13,197	13,197
Application and permit fees	1,640	-	-	375	2,015	5,015
Bad debts	26,124	-	-	-	26,124	32,403
Bank charges	-	-	-	17,875	17,875	15,602
Consultants	59,296	3,017	8,862	6,963	78,138	77,186
Depreciation	952,355	10,129	21,808	19,002	1,003,294	987,859
Events	1,966	2,615	56,600	-	61,181	53,174
General insurance	124,169	7,035	495	22,205	153,904	143,622
Interest expense	174,616	660	-	-	175,276	180,332
Management fees	6,487	-	-	-	6,487	14,679
Meals and entertainment	4,176	131	467	407	5,181	7,656
Membership dues	8,209	-	969	844	10,022	10,600
Office supplies	95,970	17,988	11,506	10,026	135,490	128,829
Participant expenses	96,532	450	-	2,237	99,219	74,023
Postage	6,296	-	806	702	7,804	4,679
Printing	16,517	4,486	1,910	1,664	24,577	22,546
Professional fees	-	-	-	182,974	182,974	127,545
Related entity expense	(60,000)	60,000	-	-	-	-
Rental subsidies	298,272	-	-	-	298,272	223,872
Repairs and maintenance	360,187	39,875	4,847	4,223	409,132	429,714
Staff development	19,087	37	2,144	1,868	23,136	12,039
Taxes	325,478	2,706	-	-	328,184	326,539
Technology support	52,606	1,161	6,247	5,443	65,457	74,381
Telephone	71,136	5,920	7,407	6,454	90,917	84,460
Travel	30,719	6,553	3,855	3,359	44,486	46,755
Utilities	410,784	33,278	-	-	444,062	416,420
VISTA program	359,804	-	-	-	359,804	290,379
Workers' compensation	<u>64,796</u>	<u>8,191</u>	<u>6,176</u>	<u>5,381</u>	<u>84,544</u>	<u>71,638</u>
Total expenses	\$ <u>6,299,553</u>	\$ <u>681,291</u>	\$ <u>418,486</u>	\$ <u>539,803</u>	\$ <u>7,939,133</u>	\$ <u>6,711,824</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

Year Ended December 31, 2017

(With Comparative Totals for the Year Ended December 31, 2016)

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 915,494	\$ (714,717)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,016,491	1,001,056
Grants and contributions for capital projects	(1,538,770)	(7,300)
Forgiveness of debt	(131,267)	(131,267)
Unrealized gains on investments	(1,270)	(3,906)
(Gain) loss on disposal of assets	(5,133)	28,156
Decrease (increase) in:		
Accounts receivable	(16,731)	1,803
Grants and contributions receivable	(128,248)	632
Prepaid expenses	2,609	7,317
Other current assets	(302)	(1,493)
Increase (decrease) in:		
Accounts payable	51,841	(34,955)
Accrued expenses	9,744	55,302
Due to related party	-	(869)
Other current liabilities	<u>1,398</u>	<u>3,441</u>
Net cash provided by operating activities	<u>175,856</u>	<u>203,200</u>
Cash flows from investing activities		
Repayments of advances to related parties	8,208	601
Net withdrawals from (deposits to) reserve accounts	57,348	(22,933)
Proceeds from sale of investments	4,264	11,347
Investment in development in process	(1,931,040)	(689,070)
Proceeds from disposal of assets	5,133	-
Acquisition of property and equipment	<u>(162,691)</u>	<u>(152,990)</u>
Net cash used by investing activities	<u>(2,018,778)</u>	<u>(853,045)</u>
Cash flows from financing activities		
Grants and contributions for capital projects	1,538,770	31,724
Proceeds from long-term borrowings	772,009	570,377
Payments on long-term debt	<u>(203,120)</u>	<u>(182,122)</u>
Net cash provided by financing activities	<u>2,107,659</u>	<u>419,979</u>
Net increase (decrease) in cash and cash equivalents	264,737	(229,866)
Cash and cash equivalents, beginning of year	<u>797,760</u>	<u>1,027,626</u>
Cash and cash equivalents, end of year	\$ <u>1,062,497</u>	\$ <u>797,760</u>
Supplemental disclosure		
Acquisition of property and equipment through long-term borrowings from seller	\$ <u>60,615</u>	\$ <u>-</u>
Property and equipment transferred from development in process	\$ <u>-</u>	\$ <u>1,879,002</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

Organization

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Streets, Lowell Street, Belmont Street, Market Street (Millyard Families I), Spruce Street and Hayward Street, in Manchester, New Hampshire as well as an additional housing unit located on Central Avenue in Dover, New Hampshire (Dover).

During 2016, Millyard Families II, Limited Partnership (Millyard II) reached the end of its initial 15-year low-income housing tax credit compliance period. Effective of April 1, 2017, Community Capital 2000, L.P., the limited partner, and Brick Mill House Families II, Inc., the general partner wholly owned by FIT, withdrew from Millyard II. As a result, \$848,610 of Community Capital 2000, L.P. noncontrolling interest and \$692,233 of Brick Mill House Families II, Inc. controlling interest in Millyard II was assumed by Housing Benefits. Millyard II is a twenty-unit residential housing and commercial space complex located on Market Street in Manchester, New Hampshire.

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family OutFITters, LLC (OutFITters), a limited liability corporation. OutFITters operates independent thrift stores in Concord and Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

The Organization has several wholly-owned corporations which include Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Bicentennial Families is a general partner of Bicentennial, Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy". Since 2012, the activity of NHCEH has not been deemed material and has not been included in the consolidated financial statements. During 2017, management assessed the operations of NHCEH and anticipates an increase in its activity and has determined NHCEH activity should be included in the consolidated financial statements. As a result, the 2016 beginning of year net assets has been restated by \$24,424 to reflect NHCEH net assets not previously included in the consolidated financial statements.

1. Summary of Significant Accounting Policies

Principles of Consolidation

Since the General Partners have control in the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, the financial statements of each of the Limited Partnerships' are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, Millyard II, MEH, OutFITters and NHCEH. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2016 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor imposed restrictions.

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2017 and 2016.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2017 and 2016 is approximately \$1,060,000 and \$990,000, respectively.

Functional Expense Allocation

The costs of providing various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2017 and 2016, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as a partnership, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

2. Property and Equipment

Property and equipment consisted of the following:

	<u>2017</u>	<u>2016</u>
Land	\$ 3,112,699	\$ 3,112,698
Land improvements	602,600	602,600
Buildings and improvements	30,283,393	30,172,686
Furniture and fixtures	610,143	604,164
Equipment	217,695	182,631
Vehicles	<u>300,367</u>	<u>290,475</u>
	35,126,897	34,965,254
Less: accumulated depreciation	<u>8,916,560</u>	<u>7,974,929</u>
Property and equipment, net	<u>\$ 26,210,337</u>	<u>\$ 26,990,325</u>

At December 31, 2017 and 2016, the Organization held \$22,166,540 and \$22,840,478, respectively, of land, land improvements, and buildings and improvements, net of accumulated depreciation, for the purpose of leasing to individuals.

3. Development in Process

Development in process at December 31, 2017 consist of costs related to the following facilities:

Family Willows Recovery Housing Program

In response to the rising rates of opioid and other substance use issues throughout Manchester, New Hampshire and the State of New Hampshire, FIT and Housing Benefits are assisting in the establishment of The Manchester Recovery and Treatment Center, a large-scale facility to curb the tide of substance misuse.

The plan for establishment of this facility includes the following provisions: Each of the four floors of the Manchester Recovery and Treatment Center will provide different substance use disorder treatments or services to those at varying stages of recovery. Agencies using the facility will coordinate services to ensure that clients who seek services are provided with integrated and comprehensive care. One of the key programs in the facility will be Housing Benefit's Family Willows Recovery Housing Program (the Project) on the 2nd and 3rd floors. This program will provide 19 units of sober, recovery housing, and can accommodated an estimated 40-50 women and their children on an annual basis. Residents in the Project will have access to case management, continued outpatient treatment, self-help groups, employment workshops, and social events. Construction began in December 2017 and is anticipated to be completed by July 2018. The total estimated cost of construction for the Project is approximately \$4,000,000. Funding for the Project has been secured by the City of Manchester, New Hampshire Housing Finance Authority (NHHFA), Franklin Savings Bank, the Community Development Finance Authority (CDFA) and private foundations.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

Hope House

In December 2017, FIT and Housing Benefits began renovations on a new emergency housing facility in Wolfeboro, New Hampshire called Hope House.

The plan for renovation of this facility includes the following provisions: Hope House, modeled after FIT's Family Place Resource Center and Shelter in Manchester, New Hampshire, will be a comprehensive resource for families experiencing homelessness. In addition to emergency housing, Hope House will provide services including comprehensive intake, assessment and referrals designed to direct families to the appropriate homeless and housing resources in the community, referrals to medical care for parents and children, and other essential resources. Hope House is expected to house 7 families and their children each night, with an estimated 30 adults and 90 children annually. The renovations are expected to bring 7 bedrooms each with a private bathroom, a kitchen and dining area, and a staff office. The estimated cost of Hope House is approximately \$1,500,000 and its is scheduled to be placed into service late Spring 2018. Funding for Hope House is expected to be financed with lending from NHHFA, as well as private contributions.

4. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$200,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2017 and 2016.

5. Long-term Debt

Long-term debt consisted of the following:

	<u>2017</u>	<u>2016</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 57,243	\$ 60,724
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

<p>A mortgage loan payable to St. Mary's Bank in monthly payments of \$990, including interest at 4.55%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.</p>	118,282	123,139
<p>A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$525 at 1% annual interest rate. The loan was due and payable in February 2017.</p>	-	1,077
<p>A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.</p>	69,980	80,597
<p>A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.</p>	226,616	235,139
<p>A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.</p>	147,919	153,833
<p>A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.</p>	85,018	85,018
<p>A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.</p>	336,955	337,720
<p>A noninterest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full in May 2033.</p>	260,000	260,000

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

A noninterest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.	449,877	449,877
A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	233,053	245,315
A note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	226,725	226,725
A noninterest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000
A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	230,000	230,000
A second mortgage note payable by Housing Benefits to CDFFA, collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	57,837	69,998
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000	850,000

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.	450,124	462,486
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	600,000	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	550,878	567,448
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	99,999	109,090
A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 3.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	275,398	287,593
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,775 include principal and interest at 8% per annum. The note is due in February 2021.	95,775	119,838
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	617,613	617,613

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	413,575	413,575
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note is payable in full in September 2031.	348,981	364,529
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628
A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.	168,022	172,022
A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2017 and 2016, \$131,267 was recognized as revenue and support in the consolidated statement of activities.	1,115,764	1,247,031
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	216,672	219,364
A technical assistance note payable to NHHFA to provide support to the Organization for the Hope House. If Hope House is approved, NHHFA is expected to be the lead lender on Hope House. At the time of closing on the construction loan, this noninterest bearing note payable was repaid.	-	13,841

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

<p>A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. The note has a borrowing limit of \$500,000. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.</p>	582,808	582,808
<p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$1,921 include principal and interest at 3.41%. The note is due in full by April 2019.</p>	398,203	407,357
<p>A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.</p>	15,239	20,369
<p>A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.</p>	22,624	30,610
<p>A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.</p>	750,000	750,000
<p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.</p>	188,387	193,233
<p>A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,270 include principal and interest at 4.94%. The note is due in full by January 2027.</p>	390,000	-
<p>A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal and interest will be due over a 30 year period starting September 2018 at 4.90% interest.</p>	270,855	-

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by November 1, 2047.	113,819	-
Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.90% annual interest rate. The loan is due and payable in March 2022.	<u>51,965</u>	-
	11,534,117	11,035,880
Less current portion	<u>216,147</u>	<u>204,278</u>
	<u>\$ 11,317,970</u>	<u>\$10,831,602</u>

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

Principal maturities of the above notes over the next five years and thereafter are as follows:

2018	\$ 216,147
2019	702,744
2020	205,460
2021	207,834
2022	192,828
Thereafter	<u>10,009,104</u>
	<u>\$11,534,117</u>

Cash paid for interest approximates interest expense.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

6. Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted for the following purposes:

	<u>2017</u>	<u>2016</u>
The Family Place - services	\$ -	\$ 4,858
Scholarships	10,264	12,264
VISTA program	57,351	58,093
Housing programs	-	10,492
Direct care for clients	109,749	169,494
Community Gardens	-	42,771
Hope House	241,761	-
Family Willows Recovery Housing Program	299,797	-
New Horizons for New Hampshire merger (Note 11)	98,500	-
Grant receivable - time restricted	<u>80,000</u>	<u>117,000</u>
	<u>\$ 897,422</u>	<u>\$ 414,972</u>

7. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

8. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$49,814 and \$34,176 during the years ended December 31, 2017 and 2016, respectively.

9. Housing Action New Hampshire

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. The Organization maintains the books and financial records for HANH in accordance with U.S. GAAP. HANH funds are presented in the Organization's consolidated statement of financial position as funds held as fiscal agent. Effective January 1, 2018, the Fiscal Sponsorship Agreement terminated and the Organization no longer maintains the books and financial records for HANH.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

10. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows as of December 31:

<u>Limited Partner</u>	<u>Property</u>	<u>2017</u>	<u>2016</u>
Community Capital 2000 New Hampshire Housing Equity Fund, Inc.	Millyard II	\$ -	\$ 848,610
JP Morgan Chase	Bicentennial	213,660	263,968
BCCC, Inc.	Bicentennial	213,791	264,089
Boston Capital Corporate	Family Bridge	10	10
BCCC, Inc.	Family Bridge	1,135,777	1,320,087
Boston Capital Midway	Family Willows	10	10
	Family Willows	<u>2,002,230</u>	<u>2,111,337</u>
		<u>\$ 3,565,478</u>	<u>\$ 4,808,111</u>

11. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 30, 2018, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

FIT and New Horizons for New Hampshire (NHNH) Merger

Since 1973, NHNH has worked to assist low income persons providing an adult emergency shelter, a soup kitchen, a women's shelter and food pantry to address the social issues facing the Manchester, New Hampshire community. On October 18, 2017 it was announced, that effective January 1, 2018, FIT and NHNH will merge to create an integrated system of care that will provide an increased supply of affordable housing for those most in need, sustain positive outcomes through the incorporation of evidence based practices proven to meet identified needs and goals, identify areas for systemic and programmatic improvements through the use of consistent and accurate data to regularly measure success, and provide an integrated system of care that will prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children. As a result, NHNH assets of approximately \$3,000,000 and liabilities of approximately \$200,000 will be included in FIT's consolidated financial statements beginning in 2018.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2017

(With Comparative Totals for December 31, 2016)

Serenity Place Receivership

On December 20, 2017, the Director of Charitable Trusts, under the supervision of the Attorney General for the State of New Hampshire, appointed FIT as Receiver of Serenity Place, a New Hampshire based nonprofit organization that was no longer, financially or organizationally, able to meet the demands placed upon its services. The Receivership afforded FIT the ability to provide Serenity Place with management to maintain its operations while planning for the future provision of its substance use services. As of January 31, 2018, Serenity Places' substance use services had either been terminated or moved to other substance use service providers with the exception of one program that is to remain under Serenity Place control until the second quarter of 2018 at which time the program is expected to be relocated to another substance use service provider. Two of the substance use programs were absorbed by FIT to continue to provide substance use services to those individuals in need. FIT's assigned Receivership is expected to end with the relocation of Serenity Place's final program and the filing of Chapter 7 bankruptcy protection.

SUPPLEMENTARY INFORMATION

**Families in Transition/New Horizons New Hampshire
Board of Directors**

Board of Directors

Dick Anagnost, Co -Chairperson
President, Anagnost Companies
Board member since 2018

David Cassidy, Co-Chairperson
Senior Vice President, Eastern Bank
Board member since 2018

Charla Bizios Stevens, Vice Chairperson
Director, Litigation Department and Chair of Employment Law Practice Group
McLone Middleton, Professional Association Esquire
Board member since 2018

Robert Bartley, Treasurer
President, CPA, CFP, Bartley Financial Advisor
Board member since 2018

Frank Saglio, Asst. Treasurer
Howe, Riley and Howe
Board member since 2018

Kristi Scarpone, Secretary
Corporate and Foundation Relations, First Robotics
Board member since 2018

Roy Tilsley, At Large
Bernstein Shur
Board member since 2018

Colleen Cone, At Large
Sr. Director Employee Relations Greater Boston Area, Comcast
Board member since 2018

Alison Hutcheson
Manager of Sales, Merchants Fleet Management
Board member since 2018

Mary Ann Aldrich

Clinical Director of Community Health, Dartmouth-Hitchcock Manchester
Board member since 2018

Helen Davies

Director of Community Relations, Southern New Hampshire University
Board member since 2018

Scott W. Ellison

Partner, COOK, LITTLE, ROSENBLATT & MANSON, pllc
Board member since 2018

AnnMarie French

Communications Manager, NH Fiscal Policy Institute
Board member since 2018

Brian Hansen

Team Engineering
Board member since 2018

Sarah Jacobs

University of New Hampshire at Manchester
Board member since 2018

Peter Kachavos

No affiliation
Board member since 2018

Tony Matos

CEO, Altos
Board member since 2018

Brian Mikol

Spectrum Marketing
Board member since 2018

Ryan Mulholland

Westbridge
Board member since 2018

Wayne McCormick, CFP

Steward Partners Managing Director Wealth Manager
Board member since 2018

Jack Olson

Texas Instruments
Board member since 2018

Kitten Stearns

Realtor, Coldwell Banker Residential Brokerage

Board member since 2018

Peter Telge

Owner, Stark Brewing Company

Board member since 2018

Heather Whitfield

Vice President, Commercial Lending, People's United Bank

Board member since 2018

Maureen Ann Beauregard

Professional Experience

November 1991 to Present: Families in Transition, 122 Market Street, Manchester, NH 03101.

1995-Present. President, Families in Transition. Developed a Board of Directors and established Families in Transition as a private nonprofit agency in 1995. Responsible for grant writing, fundraising, facility development, oversight of agency personnel, program development, day to day operations, reporting to state and federal agencies and public relations.

- 2003 to Present: Development and Implementation of 33 units permanent affordable housing in Manchester.
- 2001-2003: Development of Families in Transition – Concord, 16 units of affordable housing with 6 designated for homeless women with a disability and 10 designated for transitional housing for homeless women and their children.
- 2001 to Present: Development of Families in Transition's social entrepreneurship, Family OutFITters thrift store and Employment Training Program.
- 1998 – 2001: Development of Millyard II Transitional Housing Program with 19 apartments and 1 interim unit for 3 families.
- 1995 – 1997: Development of Millyard I Transitional Housing Program with 12 apartments for homeless women with children.
- 1994 – 1995: Development of steering committee to form the Board of Directors for Families in Transition and Families in Transition becomes and independent 501 © (3)

1991- 1994 New Hampshire Community Loan Fund. Program Director. Designed and implemented transitional housing programs for the homeless women with and without children.

- 1993 – 1994: Development and implementation of Community Program providing supportive services to 14 homeless women and their children and assisting them in attaining and maintaining housing.
- 1992 – 1993: Development and implementation of Amherst Street Transitional Housing Program for 9 homeless single women.
- 1991 – 1992: Development and implementation of Spruce Street Transitional Housing Program for 5 homeless women and their children.

November 1989-March 1991: Child Protective Service Worker II for the Division for Children and Youth Services, 30 Maplewood Avenue, Portsmouth, NH. Advocated for abused and neglected children in court, established support network (fostercare, visitation, and counseling) to help in the abuse/neglect recovery process.

November 1988-November 1989: Substance Abuse Counselor for Team Coordinating Agency, Phoenix East, Haverhill, MA. Counseled clients, aided and found resources (AA/NA meetings, employment, education, and counseling) for residents in halfway house for alcoholic/addicts, age 16-25. Conducted weekly support group.

Education

Bachelor of Science degree from the University of New Hampshire, College of Life Science and Agriculture. Area of study: Family Studies.

Professional Affiliations and Honors

- **1998 to 2004** – Northern New England Housing Investment Fund. Member of Board of Directors.
- **1998 to 2004** – Northern New England Equity Fund. Member Board of Directors and Investment Committee
- **2004:** New Hampshire Business Review, Business Excellence Awards 2004, Maureen Beauregard for Excellence in Non-Profit
- **2004:** The Walter J. Dunfey Awards for Excellence in Management awarded to Families in Transition
- **2003:** YWCA Susan B. Anthony Award, Woman of the Year
- **2003:** New Hampshire Housing Finance Authority Annual Conference: Maureen Beauregard and Families in Transition recognized as Best Practice for Development of Affordable Housing in New Hampshire.
- **2002:** Great Bay Foundation: \$150,000 grant award for the development and implementation of social entrepreneurship, Family OutFITters.
- **2002:** Citizens Bank and WMUR Channel -- 9, 2003 Community Champions Award for Homelessness for New Hampshire
- **2001:** Manchester Continuum of Care Narrative submission to the U.S. Dept. of Housing & Urban Development, SuperNOFA: 1 of top 10 narratives in the country.
- **2003 to Present:** YMCA Diversity Committee
- **2003 to Present:** Intown Manchester, Economic Development Committee, Trustee
- **2003:** The Sharing Foundation, Caring for Cambodia's Children Parent Advisory Council
- **2003 to Present:** New Hampshire Interagency Council on Homelessness, member appointed by Governor Benson
- **2002 to Present:** Policy Academy for the Chronically Homeless, member
- **2002 to Present:** Great Bay Foundation, Work Group consisting of 5 leading initiatives, member
- **2001 to Present:** Manchester Task Force on Housing, member appointed by Mayor
- **1999 to Present:** Northern New England Housing Investment Fund, Investment Committee, Trustee
- **1998 to Present:** Manchester Continuum of Care, Chairperson in 1998, 2003, founding member

Stephanie Allain Savard, MSW, LICSW

Education:

- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.

Licensure and Certification:

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000 - Present.
- Boston University Trauma Certificate Program, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

Awards & Honors:

- New Futures Thomas Fox Memorial Treatment Scholarship – Recognized for Treatment Work in Substance Use Field, 2013.
- Greater Manchester Chamber of Commerce “Leadership Greater Manchester Program,” Class of 2011.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, Class of 2004.
- NH Homeless Service Providers Award, NH Department of Health & Human Services, Office of Homeless & Housing Services, 2003.

Professional Experience:

Chief Operating Officer, Families in Transition, Manchester, NH, December 1996 – Present.

- Oversight of agency operations to ensure seamless systems, fiscal responsibility, quality control and best practices across departments. Provide oversight of development and revision of, adherence to agency policy and procedures.
- Oversee and manage supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Collaborate with Board of Directors and Management Team in non-profit development and program growth. Develop and provide clinical oversight of a specialized gender-specific intensive outpatient substance use treatment program specializing in co-occurring disorders, with a focus on trauma histories. Program recognized as the Treatment Provider of the Year by the NH Alcohol and Other Drug Providers Association, 2013.
- Develop and provide clinical oversight of an innovative therapeutic pre-school program for children and families who are homeless with strength-based and family-focused services.
- Provide clinical and administrative supervision for clinical program managers. Oversee a 24-hour crisis line.
- Collaborate with senior management staff in daily operations of Families in Transition, including financial decisions, program and housing development and human resources. Assume responsibilities and decision-making for agency in the absence of the President. Collaborate with President, Board of Directors and management team on strategic planning and implementation for the agency.
- Served on Families in Transition Board of Directors Programs Committee and the primary liaison to Committee chair for agency.

Family Service Worker/Counselor, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Provided support and treatment planning with families of children in judicial system. Conducted family assessments and counseling during stay at short-term residential facility.
- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.
- Managed all shifts; development and facilitation of summer activity program.

Clinical Social Worker Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.

- Assisted in providing treatment services to transitional living program provided within emergency housing program for single adults.
- Completed assessments and provided individual and group therapy to adults who were homeless in early recovery from substance use. Provided case management for substance use, HIV/AIDS and housing needs.

Clinical Social Worker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.

- Provided case management, counseling and crisis intervention to people with chronic mental health disorders.

VISTA Volunteer, Center for Human Services, Seattle, WA, Aug. 1992- Aug. 1993.

- Developed and supervised volunteer program, assisted in agency fundraising and grant writing; designed marketing materials; assisted in coordinating Board of Directors and chaired Board committees.

Professional Expertise and Trainer Experience:

- Brazelton Touchpoints Community Trainer, New Hampshire's Brazelton Touchpoints Site with Families in Transition, 2011 -- present.
- "Avoiding Third Degree Burns: A Professional First Aid Kit for Preventing Burnout" Conference Workshop, New Hampshire Division of Children, Youth and Families State-wide Conference, 2014; State of NH Bureau of Housing and Homelessness NH Homeless Provider Conference, 2013; Families in Transition Clinical Department, 2011.
- "Raising Voices: Strategies for Engaging Homeless & Formerly Homeless People in Local and National Advocacy Efforts" Conference Workshop, Institute for Children, Poverty and Homelessness, Beyond Housing: A National Conversation on Child Homelessness and Poverty Conference, NYC, 2014.
- "Dealing with Difficult Conversations" Training, Families in Transition VISTA Program, 2011-2013; Leadership Staff, 2012.
- "Direct Service Training for Volunteers", Families in Transition, 2013.
- "Understanding Homelessness & Poverty" Presentation, St. Anselm's College – Sociology Department, 2011 & 2012.
- "Ethics in Professional Practice" Presentation, Families in Transition, 2009.
- "Relational-Cultural Model with the People Experiencing Homelessness" Conference Workshop, State of NH Bureau of Housing and Homelessness – NH Homeless Providers Conference, 2002.
- Confident public speaker and community collaborator through active participation in multiple community groups, coalitions and associations.

Service in Professional Societies, Government and Local Organizations:

- Appointed Member, NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery, March 2010 – Present.
- Chair and member, Governor's Commission on Alcohol and Drug Abuse Treatment Taskforce, 2009 – Present.
- Board of Directors Member, National Association of Social Workers –NH Chapter, 2004-2008
 - Vice-President 2006 – 2008
 - Executive Council Member at Large 2004-2005
 - Member 1996-Present.
- Member, Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004-2008.
- Board of Directors Member, NH Coalition to End Homelessness, 2000- 2002.
- Member, Manchester Continuum of Care, 2000-2007;
 - Chair – 2000-2001;
 - Community Awareness Committee Chair, 2003-2004 & 2006-2007.

PROFESSIONAL HISTORY

**Chief Financial Officer
January, 2015 - present**

Families in Transition, Manchester, NH

As a member of the Senior Leadership Team, my responsibilities include ensuring sound financial practices for an organization with combined assets of over \$30 million, over 200 units of housing, a family shelter as well as a shelter for homeless individuals and two thrift stores which support the organization in its goal of self-sufficiency.

Currently, the organization consists of the following entities:

- Families in Transition/New Horizons -provides affordable housing/shelter and services to homeless or at-risk families and individuals
- Housing Benefits - a non-profit Community Housing Development Organization that provides affordable housing and includes the FIT/NHNNH property management company
- (3) affordable housing, low-income housing tax credit limited partnerships
- Manchester Emergency Housing - an emergency family shelter
- Family Outfitters Thrift Store and Outfitters Boutique
- New Hampshire Coalition to End Homelessness - research, education & advocacy organization

Projects under development include:

- Hope House transitional housing for homeless families
- Family Willows Substance Use Treatment Expansion

Recent projects include:

- January 1, 2018 - merger with New Horizons for New Hampshire
- December, 2017 – April 30, 2018 - Receiver organization for a NH non-profit

Other duties include:

Produce monthly financial statements for all entities for presentation to the Audit & Finance Committee and Board of Directors, explaining any variances and recommending courses of action.

Produce quarterly reports for partners and funders

Manage numerous federal (including HUD funding), state and foundation grants, including compliance reporting, periodic reporting and budgeting.

Cash management for all entities including restricted and unrestricted funding.

Annual preparation of budgets for all entities.

Management of annual audits for all entities (including the A-133 audit) as well as ongoing federal, state and local audits by various funding sources.

Direct oversight of (2) Bookkeepers, Staff Accountant, Administrative Assistant, Medical Biller, H/R Manager and I/T Manager.

Management of all insurances for all entities.

Additional responsibilities include working with President on mergers and acquisitions as well as new project development and social entrepreneurial ventures for the agency.

Chief Operating Officer

January, 2007 – December, 2014

2012 – NH Business Review Financial Executive of the Year, small non-profit category (budgets under \$10m)

Director of Finance

January, 2002 – December, 2006

Bookkeeper

September, 2000 – December, 2001

McCord-Winn Textron, Manchester, NH

Accounting Assistant

November, 1997 – July, 2000

Responsible for all expense report payments, non-purchase order invoices and miscellaneous vendor payments, month-end A/P accrual entry to G/L as well as some G/L account reconciliations and quarterly reporting. Assisted in Oracle implementation

EDUCATION

Plymouth State University, Plymouth, NH

M.B.A., and Certificate in the Human Side of Enterprise

Graduated with honors (3.996 GPA); Member of Delta Mu Delta Honor Society

Westfield State College, Westfield, MA

B.S. Business Administration (Finance)

Holyoke Community College, Holyoke, MA

A.S. Business Administration

Meghan E. Shea, LICSW, MLADC

OBJECTIVE

Continue to utilize and expand the clinical and management skills have I attained from my professional and academic training to secure a position in a nonprofit setting.

EDUCATION / LICENSURE

Master – Licensed Alcohol and Drug Counselor	September 2010- Present
Licensed Independent Clinical Social Worker	October 22, 2012-Present
Master of Social Work, University of New Hampshire	May 2010
▪ Graduated with an MSW from the Advanced Standing Program	
Bachelor of Art, Social Work, University of New Hampshire	May 2006
▪ Graduated with an BSW with GPA of 3.41	

EMPLOYMENT

Vice President, Clinical & Supportive Services

Families in Transition-New Horizons

December 20th, 2017 – present

- Receivership-Interim Executive Director of Serenity Place
- Oversees all clinical and supportive services at Families in Transition-New Horizons including emergency shelter, transitional and permanent supportive housing, Intensive Outpatient Services, Outpatient services, Recovery Housing and programming.
- Quality of control of healthcare facilities licensure.
- Oversight of fidelity of evidence based practices and models.
- Oversight of staff competencies and required trainings for best practices across the agency.
- Supervision of agency program managers and housing director.
- Provide clinical supervisor for licensure and certifications.
- Quality control of all billing policies and procedures.

Clinical Director

Families in Transition

Sept 1st, 2016- December 2017

- Oversee and manage Sr. Housing Program Manager who supervises the supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Oversee the Family Willows Program Manager who supervises 11 clinical staff who conduct co-occurring treatment to women only
- Develop and staff Recovery Housing program and implementation of newest housing and supportive service programming
- Develop and oversight Open Doors outpatient programming for all transitional housing programs of FIT
- Ensure quality programming across Families in Transitions clinical department
- Provide training within the organization and community on substance misuse in NH.
- Administer all program policies and procedure for Families In Transition's various Supportive Service
- Oversight of billing components of all levels of Co-occurring treatment.

Therapist

January 2014- Present

Bedford Family Therapy

- Treat a caseload of 15 clients in a private outpatient group practice

- Utilize various evidence based practices CBT,DBT, and Seeking Safety skills to help clients meet their own individual goals
- Conduct Drug and Alcohol assessments
- Active participant in DWI Offender Program providing mandated outpatient session for individuals coming from the Impaired Drivers Program
- Participate in weekly supervision with other licensed clinicians part of the private group practice.

Clinical & Supportive Service Manager

March 7th, 2016- August 31st,2016

Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Manage the day to day operations for the Housing program of Families in Transition consisting of over 200 apartment units in New Hampshire.
- Provide clinical and administrative supervision for a total of 14 staff for Families In Transition
- Ensure compliance with budgetary and financial goals.
- Maintain compliance with State, Federal, Accreditation, Contract and Insurance regulations.
- Administer all program policies and procedure for Families In Transition's various Clinical Programs.

Program Manager of the Family Willow Substance Use Treatment Program September 2014-2016

Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Transitioned the program from grant funded to billing all commercial insurances
- Increased accessibility of treatment from 86 clients in 2013 to 250 in 2016.
- Provided clinical and administrative oversight of the FW Substance Use Treatment Program
- Carried a caseload of 12-15 individual clients providing co-occurring evidence base therapeutic interventions.
- Facilitated Intensive Outpatient treatment in a group setting on a weekly basis to group of 12 women.
- Provided training and education to staff on clinical intervention and best practices in the group setting.

Therapist

May 2010- September 2014

Families In Transition

- Facilitated Intensive Outpatient Programming in a group setting daily for up to 12 clients
- Carried a caseload of up to 15 people for individual therapy.
- Provided crisis services for the hotline of Families In Transition
- Conducted Substance Use Disorder Assessments for incoming clients
- Produced treatment plans, progress notes and supporting documentation in a timely manner
- Helped implement new curriculum changes in the treatment programming

MSW Intern

May 2009 to May 2010

Bedford Counseling – Mental Health Center of Greater Manchester

- Conducted intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis and substance use assessments
- Provided psychotherapeutic intervention services to twenty-two individuals using brief treatment and cognitive behavioral interventions
- Attended therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

Case Manager

June 2006- May 2010

Families In Transition

- Provided in home case management services to 30 individuals and families to enhance housing stability among the homeless population.
- Provided crisis hotline coverage for all clinical programming of Families In Transition
- Conducted program interviews for the community support program
- Maintained all files with updated documentation, clear and concise progress notes and treatment plans
- Facilitated workshops to help enhance overall wellness to participants of the program
- Collaborated with community partners to increase referral resources

PROFESSIONAL MEMBERSHIPS

Providers Association Board of Directors-Vice President of Treatment July 2014 to Present

NH Alcohol & Drug Abuse Counselors Association January 2012 to Present

Member of the Manchester Substance Use Collaborative March 2012 to Present

PRESENTATIONS

**NH Association for infant mental health workshop Helping Parents Be Parents:
Addressing Substance Use and Trauma in a Family System- Loon Mountain June 2015**

**Providers Association: Addressing Substance Misuse in the Home Environment March 31st,2016 at
Wentworth Douglas Hospital in Dover, NH**

REFERENCES - AVAILABLE UPON REQUEST



KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Families in Transition-New Horizons

Name of Program/Service: Willows SUD Treatment Program

BUDGET-PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Maureen Beauregard, President	\$149,222	0.00%	\$0.00
Stephanie Savard, COO	\$96,063	0.00%	\$0.00
Lisa Allard, CFO	\$91,284	0.00%	\$0.00
Meghan Shea, VP Clinical and Supportive Services	\$76,280	50.00%	\$38,139.90
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$38,139.90

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



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

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

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County New Hampshire - Grafton County Department of Corrections and Alternative Sentencing, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 3855 Dartmouth College Highway, North Haverhill, NH 03774.

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

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

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.



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

- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 9, in its entirety.

The rest of this page left intentionally blank.



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

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

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

State of New Hampshire
Department of Health and Human Services

7/9/18
Date

[Signature]
Katja S. Fox
Director

Grafton County New Hampshire - Grafton County
Department of Corrections and Alternative Sentencing

7/3/18
Date

[Signature]
Name: Julie L. Libby
Title: County Administrator

Acknowledgement of Contractor's signature:

State of NH, County of Grafton on 7/3/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

[Signature], Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: November 20, 2018





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

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

OFFICE OF THE ATTORNEY GENERAL

7/10/18

Date

Name: Megan A. Yapel
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

CERTIFICATE OF VOTE

I, Linda D. Lauer, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Commissioners of the Agency duly held on July 03, 2018:
(Date)

RESOLVED: That the County Administrator
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 3rd day of July, 2018.
(Date Contract Signed)

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

of the Agency.

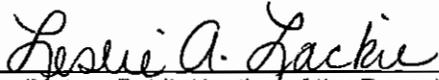

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 3rd day of July, 2018.

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


(Notary Public/Justice of the Peace)





CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	Member Number: 603	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not								
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td></td></tr> <tr><td>Med Exp (Any one person)</td><td></td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$ 5,000,000	Fire Damage (Any one fire)		Med Exp (Any one person)	
Each Occurrence	\$ 5,000,000											
General Aggregate	\$ 5,000,000											
Fire Damage (Any one fire)												
Med Exp (Any one person)												
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: Any auto			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td></td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)												
Aggregate												
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;"><input checked="" type="checkbox"/> Statutory</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Each Accident</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td></td></tr> <tr><td>Disease - Policy Limit</td><td></td></tr> </table>	<input checked="" type="checkbox"/> Statutory	\$2,000,000	Each Accident	\$2,000,000	Disease - Each Employee		Disease - Policy Limit	
<input checked="" type="checkbox"/> Statutory	\$2,000,000											
Each Accident	\$2,000,000											
Disease - Each Employee												
Disease - Policy Limit												
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Blanket Limit, Replacement Cost (unless otherwise stated)</td><td></td></tr> </table>	Blanket Limit, Replacement Cost (unless otherwise stated)							
Blanket Limit, Replacement Cost (unless otherwise stated)												

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH, DHHS 129 Pleasant St Concord, NH 03301			By: <i>Tammy Deaver</i> Date: 5/31/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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

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

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

POLICY:

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

Guiding Operational Philosophy

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

COUNTY OF GRAFTON, NEW HAMPSHIRE

Annual Financial Statements

For the Year Ended June 30, 2017

TABLE OF CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITORS' REPORT	1
MANAGEMENT'S DISCUSSION AND ANALYSIS	4
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements:	
Statement of Net Position	11
Statement of Activities	12
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Fund Financial Statements:	
Governmental Funds:	
Balance Sheet	13
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities in the Statement of Net Position	14
Statement of Revenues, Expenditures, and Changes in Fund Balances	15
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	16
Statement of Revenues and Other Sources, and Expenditures and Other Uses - Budget and Actual - General Fund.	17
Fiduciary Funds:	
Statement of Fiduciary Net Position	18
Notes to Financial Statements	19
REQUIRED SUPPLEMENTARY INFORMATION:	
OPEB:	
Schedule of OPEB Funding Progress (GASB 45)	40
Pension:	
Schedule of Proportionate Share of the Net Pension Liability (GASB 68)	41
Schedule of Pension Contributions (GASB 68)	42



INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners
County of Grafton, New Hampshire

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinions

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

Other Matters

Required Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 17, 2017 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Melanson Heath

October 17, 2017

MANAGEMENT'S DISCUSSION AND ANALYSIS

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

A. OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

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

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

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

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

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available

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

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

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

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

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

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

B. FINANCIAL HIGHLIGHTS

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

C. GOVERNMENT-WIDE FINANCIAL ANALYSIS

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

NET POSITION

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

CHANGE IN NET POSITION

	<u>Governmental Activities</u>	
	<u>2017</u>	<u>2016</u>
Revenues:		
Program revenues:		
Charges for services	\$ 15,935,281	\$ 14,271,881
Operating grants and contributions	1,378,525	1,045,402
General revenues:		
County taxes	23,985,628	22,372,127
Investment income	35,511	27,961
Miscellaneous	706,319	1,110,192
Loss on disposals	<u>(7,165)</u>	<u>(42,385)</u>
Total revenues	42,034,099	38,785,178

(continued)

(continued)

CHANGE IN NET POSITION

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

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

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

An additional portion of net position, \$46,106, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position is in a deficit of \$(29,289,855), primarily resulting from the unfunded net OPEB obligation (see Note 13) and the unfunded net pension liability (see Note 14).

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

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

D. FINANCIAL ANALYSIS OF THE COUNTY'S FUNDS

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

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

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

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

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

The General Fund is the chief operating fund. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$1,919,257, while total fund balance was \$3,593,729. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total budgeted expenditures. Refer to the table below:

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

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

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

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

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

E. BUDGETARY HIGHLIGHTS

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

F. CAPITAL ASSET AND DEBT ADMINISTRATION

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

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

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

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

REQUESTS FOR INFORMATION

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

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

COUNTY OF GRAFTON, NEW HAMPSHIRE

STATEMENT OF NET POSITION

JUNE 30, 2017

	Governmental <u>Activities</u>
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	
Current	
Cash and short-term investments	\$ 3,983,922
Restricted cash	446,374
Accounts receivable, net of allowances	1,664,901
Inventory	383,662
Other assets	<u>47,500</u>
Total current assets	6,526,359
Noncurrent	
Capital Assets:	
Land	214,190
Other capital assets, net of accumulated depreciation	<u>48,727,715</u>
Total noncurrent assets	48,941,905
Total Assets	55,468,264
Deferred Outflows of Resources:	
Related to pensions	8,391,823
Loss on bond refunding	<u>2,248,013</u>
Total Deferred Outflows of Resources	10,639,636
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	66,107,900
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	
Current	
Accounts payable	2,494,811
Accrued expenses	363,142
Other liabilities	28,571
Accrued interest	448,850
Current portion of noncurrent liabilities:	
Bonds payable	2,654,581
Capital lease payable	44,366
Compensated absences	<u>948,152</u>
Total current liabilities	6,982,473
Noncurrent:	
Bonds payable, net of current portion	28,209,138
Capital lease payable, net of current portion	14,882
Compensated absences, net of current portion	427,573
Net OPEB obligation	10,686,106
Net pension liability	<u>28,405,831</u>
Total noncurrent liabilities	67,743,530
Total Liabilities	74,726,003
Deferred Inflows of Resources - Pension Related	<u>358,695</u>
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	75,084,698
NET POSITION	
Net investment in capital assets	20,266,951
Restricted for grants and other statutory restrictions	46,106
Unrestricted	<u>(29,289,855)</u>
TOTAL NET POSITION	\$ (8,976,798)

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

COUNTY OF GRAFTON, NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2017

	Expenses	Program Revenues		Net (Expenses)
		Charges for Services	Operating Grants and Contributions	Revenues and Change in Net Position
				Governmental Activities
Governmental Activities:				
General government	\$ 5,954,303	\$ 1,086,526	\$ 76,520	\$ (4,791,257)
Public safety	2,819,862	1,114,479	279,308	(1,426,075)
Corrections	6,840,275	9,798	246,872	(6,583,605)
County farm	667,093	521,959	-	(145,134)
Human services	7,492,436	-	-	(7,492,436)
Cooperative extension	403,363	5,000	-	(398,363)
Economic development	825,825	-	775,825	(50,000)
Nursing home	17,068,312	13,197,519	-	(3,870,793)
Interest expense	908,526	-	-	(908,526)
Other	200,708	-	-	(200,708)
Total Governmental Activities	\$ 43,178,701	\$ 15,935,281	\$ 1,378,525	(25,864,895)
		General Revenues:		
		County taxes		23,985,628
		Investment income		35,511
		Miscellaneous		708,319
		Loss on disposals		(7,165)
		Total general revenues		24,720,293
		Change in Net Position		(1,144,602)
		Net Position:		
		Beginning of year		(7,832,196)
		End of year		\$ (8,976,798)

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

COUNTY OF GRAFTON, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

BALANCE SHEET

JUNE 30, 2017

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

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

COUNTY OF GRAFTON, NEW HAMPSHIRE

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

JUNE 30, 2017

Total governmental fund balances	\$ 3,639,835
<hr/>	
• Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	48,941,905
• Deferred outflows of resources from net pension liability.	8,391,623
• Loss on debt refunding is deferred and amortized over the remaining life of the reissued debt.	2,248,013
• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.	(448,850)
• Long-term liabilities not due and payable in the current period and, therefore, are not reported in the governmental funds:	
Bonds payable	(30,863,719)
Capital lease payable	(59,248)
Compensated absences	(1,375,725)
Net OPEB obligation	(10,686,106)
Net pension liability	(28,405,831)
• Deferred inflows of resources from net pension liability.	<u>(358,695)</u>
Net position of governmental activities	\$ <u>(8,976,798)</u>

The accompanying schedule of net position is a supplement to the financial statements and should be read in conjunction with the financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED JUNE 30, 2017

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:			
County taxes	\$ 23,985,628	\$ -	\$ 23,985,628
Nursing home	13,197,519	-	13,197,519
Charges for services	2,727,964	9,798	2,737,762
Intergovernmental	321,259	1,057,266	1,378,525
Investment income	35,511	-	35,511
Miscellaneous	701,855	4,464	706,319
Total Revenues	40,969,736	1,071,528	42,041,264
Expenditures:			
Current			
General government	4,931,460	4,704	4,936,164
Public safety	2,396,190	-	2,396,190
Corrections	5,423,302	5,578	5,428,880
County farm	567,118	-	567,118
Human services	7,477,259	-	7,477,259
Cooperative extension	374,976	-	374,976
Economic development	50,000	775,825	825,825
Nursing home	15,631,264	-	15,631,264
Capital outlay	496,333	279,308	775,641
Debt service:			
Principal	2,393,641	76,359	2,470,000
Interest	808,853	-	808,853
Total Expenditures	40,550,396	1,141,774	41,692,170
Excess (deficiency) of revenues over expenditures	419,340	(70,246)	349,094
Other Financing Sources (Uses):			
Refunding bonds issued	16,180,000	-	16,180,000
Refunding bond premium	2,768,719	-	2,768,719
Payment to refunded bonds escrow agent	(18,748,013)	-	(18,748,013)
Cost of issuance	(200,706)	-	(200,706)
Total Other Financing Sources (Uses)	-	-	-
Excess (deficiency) of revenues and other sources over expenditures and other uses	419,340	(70,246)	349,094
Fund Equity, at Beginning of Year	3,174,489	48,106	3,222,595
Fund Equity, at End of Year	\$ 3,593,729	\$ 48,106	\$ 3,639,835

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

COUNTY OF GRAFTON, NEW HAMPSHIRE

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

FOR THE YEAR ENDED JUNE 30, 2017

Net changes in fund balances - Total governmental funds \$ 349,094

- Governmental funds report capital asset purchases as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:

Capital outlay	765,211
Loss on disposals	(7,165)
Depreciation	(1,622,970)

- The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the financial resources of governmental funds. Neither transaction, however, has any effect on net position:

Proceeds of refunding bonds	(16,180,000)
Proceeds of refunding bond premium	(2,768,719)
Loss on bond refunding	2,248,013
Refunding of bonds payables	16,500,000
Repayments of bonds payable	2,470,000
Repayments of capital lease payable	52,651

- In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.

(97,674)

- Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.

Compensated absences	55,158
Net OPEB obligation	(1,623,379)
GASB 68 changes:	
Net pension liability	(8,194,021)
Deferred outflows of resources	6,284,181
Deferred inflows of resources	625,018

Change in net position of governmental activities > (1,144,002)

COUNTY OF GRAFTON, NEW HAMPSHIRE

GENERAL FUND

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

FOR THE YEAR ENDED JUNE 30, 2017

	Budgeted Amounts				Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive - (Negative)
	Original Budget	From Prior Years' Budgets	Approved Transfers	Final Budget		
Revenues:						
County taxes	\$ 23,985,628	\$ -	\$ -	\$ 23,985,628	\$ 23,985,628	\$ -
Nursing home	12,487,857	-	-	12,487,857	13,197,519	709,662
Charges for services	2,566,185	-	-	2,566,185	2,727,964	161,779
Intergovernmental	300,531	-	-	300,531	321,259	20,728
Investment income	25,300	-	-	25,300	35,511	10,211
Miscellaneous	636,841	-	-	636,841	701,855	65,014
Total Revenues	40,002,342	-	-	40,002,342	40,969,736	967,394
Expenditures:						
Current:						
General government	5,049,335	35,118	4,867	5,089,320	4,931,460	157,860
Public safety	2,633,442	-	-	2,633,442	2,396,190	237,252
Corrections	5,652,289	-	-	5,652,289	5,423,302	228,987
County farm	577,515	-	-	577,515	567,118	10,397
Human services	7,494,290	-	-	7,494,290	7,477,259	17,031
Cooperative extension	375,370	-	-	375,370	374,976	394
Economic development	50,000	-	-	50,000	50,000	-
Nursing home	15,340,089	105,907	291,070	15,737,065	15,631,284	105,802
Capital outlay	276,527	55,434	(5,300)	326,651	298,755	27,906
Debt service:						
Principal	2,395,000	-	-	2,395,000	2,353,641	1,359
Interest	1,100,333	-	(290,637)	809,696	808,853	843
Total Expenditures	40,944,190	196,459	-	41,140,649	40,352,818	787,831
Excess (deficiency) of revenues over expenditures before other financing sources	(941,848)	(196,459)	-	(1,138,307)	616,918	1,755,225
Other Financing Sources(Uses):						
Use of fund balance - reduce taxes	1,030,000	-	-	1,030,000	1,030,000	-
Use of fund balance - prior year reserves	-	196,459	-	196,459	196,459	-
Transfer to reserve funds	(88,152)	-	-	(88,152)	(88,152)	-
Total Other Financing Sources	941,848	196,459	-	1,138,307	1,138,307	-
Excess of revenues and other sources over expenditures	\$ -	\$ -	\$ -	\$ -	\$ 1,755,225	\$ 1,755,225

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

COUNTY OF GRAFTON, NEW HAMPSHIRE

FIDUCIARY FUNDS

STATEMENT OF FIDUCIARY NET POSITION

JUNE 30, 2017

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

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

COUNTY OF GRAFTON, NEW HAMPSHIRE

Notes to Financial Statements

1. Summary of Significant Accounting Policies

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

A. Reporting Entity

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

B. Government-wide and Fund Financial Statements

Government-wide Financial Statements

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

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

Fund Financial Statements

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

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

Government-wide Financial Statements

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

Fund Financial Statements

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

The County reports the following major governmental fund:

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

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

The County reports the following fiduciary funds:

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

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

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

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

E. Inventory

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

F. Capital Assets

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

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

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

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

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

G. Compensated Absences

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

H. Long-Term Obligations

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

I. Fund Equity

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

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

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

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

J. Fund Balance Policy

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

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

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

K. Use of Estimates

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

2. Stewardship, Compliance, and Accountability

A. Budgetary Information

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

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

B. Budgetary Basis

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

C. Budget/GAAP Reconciliation

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

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

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

3. Cash and Short-Term Investments

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

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

4. Restricted Cash

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

5. Allowance for Doubtful Accounts and Contractual Allowances

The allowance for doubtful accounts for Nursing Home receivables has been estimated at approximately \$83,000 at June 30, 2017. Nursing Home receivables are also reported net of contractual allowances.

6. Capital Assets

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

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

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

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

7. Deferred Outflows of Resources

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

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

8. Anticipation Notes Payable

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

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

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

9. Capital Lease Obligations

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

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

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

10. Long-Term Debt

A. General Obligation Bonds

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

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

B. Future Debt Service

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

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

C. Changes in General Long-Term Liabilities

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

	<u>Total Balance 7/1/16</u>	<u>Additions</u>	<u>Reductions</u>	<u>Total Balance 6/30/17</u>	<u>Less Current Portion</u>	<u>Equals Long-Term Portion 6/30/17</u>
<u>Governmental Activities</u>						
Bonds payable	\$ 30,885	\$ 16,180	\$ (18,970)	\$ 28,095	\$ (2,470)	\$ 25,625
Bond premium	-	2,769	-	2,769	(185)	2,584
Capital lease payable	112	-	(53)	59	(44)	15
Compensated absences	1,431	-	(55)	1,376	(948)	428
Net OPEB obligation	9,063	1,920	(297)	10,686	-	10,686
Net pension liability	20,212	8,194	-	28,406	-	28,406
Totals	\$ 61,703	\$ 29,082	\$ (19,375)	\$ 71,391	\$ (3,647)	\$ 67,744

D. Advance Refunding

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

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

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

11. Deferred Inflows of Resources

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

12. Fund Balances

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

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

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

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

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

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

GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*, requires governments to account for other post-employment benefits (OPEB) on an accrual basis, rather than on a pay as you go basis. The effect is the recognition of an actuarially required contribution as an expense on the Statement of Activities when a future retiree earns their post-employment benefits, rather than when they use their post-employment benefit. To the extent that an entity does not fund their actuarially required contribution, a post-employment benefit liability is recognized on the Statement of Net Position over time.

A. Plan Description

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

B. Benefits Provided

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

C. Funding Policy

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

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

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

D. Annual OPEB Costs and Net OPEB Obligation

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

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

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

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

E. Funded Status and Funding Progress

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

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

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

F. Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the plan as understood by the County and the plan members, and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued

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

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

14. New Hampshire Retirement System

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

A. Plan Description

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

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

B. Benefits Provided

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

either three or five years, depending on when their service commenced. The yearly pension amount is $1/60$ or 1.667% of average final compensation (AFC), multiplied by years of creditable service. At age 65, the yearly pension amount is recalculated at $1/66$ or 1.515% of AFC multiplied by years of creditable service.

Group II members who are age 60, or members who are at least age 45 with at least 20 years of creditable service, can receive a retirement allowance at a rate of 2.5% of AFC for each year of creditable service, not to exceed 40 years. Members commencing service on or after July 1, 2011 or members who have a nonvested status as of January 1, 2012 can receive a retirement allowance at age 52.5 with 25 years of service or age 60. The benefit shall be equal to 2% of AFC times creditable service up to 42.5 years. However, a member who commenced service on or after July 1, 2011 shall not receive a retirement allowance until attaining the age of 52.5, but may receive a reduced allowance after age 50 if the member has at least 25 years of creditable service where the allowance shall be reduced, for each month by which the benefit commencement date precedes the month after which the member attains 52.5 years of age by $\frac{1}{4}$ of 1% or age 60.

Members of both groups may qualify for vested deferred allowances, disability allowances and death benefit allowances subject to meeting various eligibility requirements. Benefits are based on AFC or earned compensation and/or service.

C. Contributions

Plan members are required to contribute a percentage of their gross earnings to the pension plan, for which the contribution rates are 7% for employees and 11.55% for sheriff's deputies and correctional officers. The County makes annual contributions to the pension plan equal to the amount required by Revised Statutes Annotated 100-A:16, and range from 10.86% to 25.32% of covered compensation. The County's contribution to NHRS for the year ended June 30, 2017 was \$2,023,429, which was equal to its annual required contribution.

D. Summary of Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the NHRS and additions to/deductions from the net position have been determined on the same basis as they are reported by NHRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

E. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2017, the County reported a liability of \$28,405,831 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2015. The County's proportion of the net pension liability was based on a projection of the County's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2015, the County's proportion was .51020249 percent.

At June 30, 2016, the County's proportion was .53418565 percent, which was an increase of .02398316% from its proportion measured as of June 30, 2015.

For the year ended June 30, 2017, the County recognized pension expense of \$3,410,466. In addition, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 78,939	\$ 358,695
Changes of assumptions	3,495,855	-
Net difference between projected and actual earnings on pension plan investments	1,777,215	-
Changes in proportion and differences between contributions and proportionate share of contributions	1,016,185	-
Contributions subsequent to the measurement date (fiscal year 2017)	<u>2,023,429</u>	<u>-</u>
Total	<u>\$ 8,391,623</u>	<u>\$ 358,695</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year ended June 30:</u>	
2018	\$ (3,280,524)
2019	(1,257,095)
2020	(1,869,706)
2021	(1,545,083)
2022	<u>(80,520)</u>
Total	\$ <u>(8,032,928)</u>

F. Actuarial Assumptions

The total pension liability in the June 30, 2015 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.5 percent per year
Salary increases	5.6 percent average, including inflation
Investment rate of return	7.25 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 Employee generational mortality table for males and females, adjusted for mortality improvements using Scale MP-2015, based on the last experience study.

The actuarial assumptions used in the June 30, 2015 valuation were based on the results of the most recent actuarial experience study, which was for the period July 1, 2010 – June 30, 2015.

The long-term expected rate of return on pension plan investments was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return net of investment expenses by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation Percentage</u>	<u>Weighted Average Average Long- Term Expected Real Rate of Return</u>
Large Cap Equities	22.50 %	4.25%
Small/Mid Cap Equities	<u>7.50</u>	4.50%
Total domestic equities	30.00	
Int'l Equities (unhedged)	13.00	4.75%
Emerging Int'l Equities	<u>7.00</u>	6.25%
Total international equities	20.00	
Core Bonds	5.00	0.64%
Short Duration	2.00	-0.25%
Global Multi-Sector Fixed Income	11.00	1.71%
Absolute Return Fixed Income	<u>7.00</u>	1.08%
Total fixed income	25.00	
Private Equity	5.00	6.25%
Private Debt	5.00	4.75%
Opportunistic	<u>5.00</u>	3.68%
Total alternative investments	15.00	
Real Estate	<u>10.00</u>	3.25%
Total	<u><u>100.00</u></u> %	

G. Discount Rate

The discount rate used to measure the total pension liability was 7.25%. This is a decrease of .50% from the previous valuation and has contributed to the significant deferred outflow of resources balance for changes of assumptions. The projection of cash flows used to determine the discount rate assumed that the plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. For purposes of the projection, member contributions and employer service cost contributions are projected based on the expected payroll of current members only. Employer contributions are determined based on the pension plan's actuarial funding policy and as required by RSA 100-A 16. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

H. Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the County's proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.25%) or one percentage-point higher (8.25%) than the current rate:

<u>Fiscal Year Ended</u>	<u>1% Decrease (6.25%)</u>	<u>Current Discount Rate (7.25%)</u>	<u>1% Increase (8.25%)</u>
June 30, 2017	\$ 36,499,558	\$ 28,405,831	\$ 21,693,367

I. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued NHRS financial report.

15. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the County carries commercial insurance. There were no significant reductions in insurance coverage from the previous year and have been no material settlements in excess of coverage in any of the past three fiscal years.

16. Commitments and Contingencies

Outstanding Legal Issues – On an ongoing basis, there are typically pending legal issues in which the County is involved. The County's management is of the opinion that the potential future settlement of these issues would not materially affect its financial statements taken as a whole.

Grants - Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the County expects such amounts, if any, to be immaterial.

17. Implementation of New GASB Standard

The Governmental Accounting Standards Board (GASB) has issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, replacing requirements of Statements No. 45 and 57, effective for the County beginning with its year ending June 30, 2018. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. In addition, the Statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specific criteria and for employers whose employees are provided with defined contribution OPEB.

COUNTY OF GRAFTON, NEW HAMPSHIRE
SCHEDULE OF OPEB FUNDING PROGRESS (GASB 45)

REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2017

(Unaudited)

Other Post-Employment Benefits

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) - Projected Unit Credit Cost (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percent- age of Covered Payroll (b-a)/c
7/1/2008	\$ -	\$ 8,798,701	\$ 8,798,701	N/A	N/A	N/A
7/1/2010	\$ -	\$ 13,135,173	\$ 13,135,173	N/A	\$ 10,100,140	130%
7/1/2012	\$ -	\$ 15,022,208	\$ 15,022,208	N/A	\$ 10,508,186	143%
7/1/2014	\$ -	\$ 14,141,964	\$ 14,141,964	N/A	\$ 12,540,379	113%
7/1/2016	\$ -	\$ 18,405,319	\$ 18,405,319	N/A	\$ 13,222,395	139%

See Independent Auditors' Report.

COUNTY OF GRAFTON, NEW HAMPSHIRE

SCHEDULE OF PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY (GASB 68)

REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2017

(Unaudited)

New Hampshire Retirement System

<u>Fiscal Year</u>	<u>Measurement Date</u>	<u>Proportion of the Net Pension Liability</u>	<u>Proportionate Share of the Net Pension Liability</u>	<u>Covered Payroll</u>	<u>Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll</u>	<u>Plan Fiduciary Net Position Percentage of the Total Pension Liability</u>
June 30, 2015	June 30, 2014	0.50926609%	\$ 19,115,739	\$ 12,936,696	147.76%	66.32%
June 30, 2016	June 30, 2015	0.51020249%	\$ 20,211,810	\$ 13,421,888	150.59%	65.47%
June 30, 2017	June 30, 2016	0.53418565%	\$ 28,405,831	\$ 14,276,178	198.97%	58.30%

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See Independent Auditors' Report.

COUNTY OF GRAFTON, NEW HAMPSHIRE
SCHEDULE OF PENSION CONTRIBUTIONS (GASB 68)
REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2017

(Unaudited)

New Hampshire Retirement System

<u>Fiscal Year</u>	<u>Contractually Required Contribution</u>	<u>Contributions in Relation to the Contractually Required Contribution</u>	<u>Contribution Deficiency (Excess)</u>	<u>Covered Payroll</u>	<u>Contributions as a Percentage of Covered Payroll</u>
June 30, 2015	\$ 1,652,177	\$ (1,652,177)	\$ -	\$ 13,421,888	12.31%
June 30, 2016	\$ 1,810,593	\$ (1,810,593)	\$ -	\$ 14,276,178	12.68%
June 30, 2017	\$ 2,023,429	\$ (2,023,429)	\$ -	\$ 14,163,311	14.29%

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See Independent Auditors' Report.



GRAFTON COUNTY COMMISSIONERS

603-787-6941
603-787-2656 Fax

3855 Dartmouth College Highway Box 1
North Haverhill, NH 03774

Grafton County Board of Commissioners

Linda D Lauer, Chairman

Omer C. Ahern Jr., Vice-Chairman

Wendy A. Piper, Clerk



COMMISSIONERS

Wendy A. Piper ★ P.O. Box 311 • Enfield, NH 03748 • (603) 632-7179
Linda D. Lauer ★ P.O. Box 147 • Bath, NH 03740 • (603) 747-4001
Omer C. Ahern Jr. ★ P.O. Box 298 • Wentworth, NH 03282 • (603) 764-6024

Julle L. Libby

[REDACTED]

Executive Profile

High-performing Executive with 20 years of experience in financial, administrative and personnel management. In-depth knowledge of accounting operations at all levels. Demonstrated proficiency in management, budgeting and program management.

Skill Highlights

- Financial management
- Leadership/communication skills
- Fundamental Accounting Knowledge
- Efficient, detail-oriented and highly organized.
- Background in budget development and analysis
- Strong Interpersonal skills

Professional Experience
07/2002 - Current

Grafton County North Haverhill, NH
Executive Director

Responsible for the overall financial, administrative and personnel management of Grafton County. The County has a budget of \$36M and 425 employees. Duties include: Oversees and coordinates all activities of the Nursing Home, Department of Corrections, Human Services Department, Human Resources Department, County Farm, Maintenance Department, and the Commissioners' Office. Responsible for implementing decisions of the County Commissioners and for assuring compliance with all laws, statutes, rules, regulations, and policies governing county activities, administration, and monies. Administers the Commissioners' Office and supervises Commissioners' Office staff and operation including managing AP, AR and PR.

10/1993 - 07/2002

Grafton County North Haverhill, NH
Finance Director

Responsible for the overall financial management of Grafton County. Duties included: managing AP, AR and payroll; reconciliation of all bank accounts; reconciliation of general ledger accounts; close-out month and year. Prepare 1099's. Assst with annual audit.

05/1991 - 10/1993

Grafton County North Haverhill, NH
Bookkeeper

Duties included: AP, AR and was cross-trained in Payroll functions.

01/1988 - 04/1991

Woodsville Guaranty Savings Bank Woodsville, NH
Teller, Bookkeeper

Provided the bank with a dependable part-time employee. Held various positions such as teller, bookkeeping department clerk and proof operator. Eagerly learned new jobs within the bank.

Education

1991

Champlain College, Burlington, VT, USA

Accounting

Associates

3.72 GPA

Graduated Magna Cum Laude

Dean's List, All semesters

Worked part-time and volunteered as a tax assistant while maintaining a full course load

1989

Woodsville High School, Woodsville, NH, USA

High school diploma

National Honor Society

Student Council

Field Hockey, Soccer, Basketball

Yearbook Co-editor

Awards

- Leadership NH Graduate - Class of 2003
- The Union Leader's 40 Under Forty Recipient - 2004
- Municipal Leadership Graduate - 2005
- County Administrator of the Year - 2008

References

References available upon request.

Thomas C. Elliott Jr.

telliott@co.grafon.nh.us

Education

United States Marine Corps
Security Forces
Rank conferred Sergeant
Attended April 1988-April 1992

Blue Mountain Union School
Wells River, Vermont
High School Diploma
Degree conferred June 1987

Professional Experience

Grafton County Department of Corrections
Superintendent

October 2014 - Present

Responsible for the overall operation of the Grafton County Department of Corrections.

Grafton County Department of Corrections
Chief of Security

North Haverhill, NH

November 2013 — October 2014

Responsible for daily operation of the facility ensuring that all safety, security, and operational missions are met in accordance with policies, procedures, rules and federal, state, and local laws; security of the facility, intake and release, inmate programs and visitations; inmate grievance officer; reviews all inmate grievances in accordance with facility policies and standard operation procedures. Investigates, intercedes, and resolves disputes that are inmate related; inmate disciplinary officer; reviews all inmate disciplinary reports, oversees the administration of the inmate disciplinary process; ensures staff meet and abide by established policy and procedures.

Supervisor: Glenn Libby

Grafton County Department of Corrections
Director of Community Corrections

North Haverhill, NH

July 2008 - November 2013

Responsible for the daily operations of Community Corrections; oversight of staff supervising inmates within the community, coordinating farm activities, and Operation Impact. Ensured inmate contract compliance, collaborative budget development and management, supervision and evaluation of five staff members as they completed their assigned tasks, maintained effective communication with outside agencies; treatment providers, prosecutors, attorneys, and local law enforcement.

Supervisor: Glenn Libby

Grafton County Department of Corrections
Security Lieutenant
North Haverhill, NH

July 2005- July 2008

Responsible for the care, custody, and control of all inmates and the safe and secure operation of the facility; inmate classification officer, review of inmates requests and work assignments; inmate disciplinary officer, conducted disciplinary hearings of inmates with alleged facility rule infractions; responsible for facility wide internal inmate programs, Served on new facility planning committee.

Supervisor: Glenn Libby

Grafton County Department of Corrections
Shift Supervisor
North Haverhill, NH

August 2004 – July 2005

Supervised staff within the facility to ensure safety, security, and procedures. Maintained cleanliness of facility, unit and tour logs and watch records; acted as intermediate of staff and inmates to ensure rule compliance.

Supervisor: Glenn Libby

Grafton County Department of Corrections
Correctional Officer/Classification Officer
North Haverhill, NH

November 2001-July 2004

Line officer, direct supervision of inmates within the facility; responsible for maintaining watch logs and effectively communication to ensure rule compliance within a unit, per departmental policies.

Supervisor: Glenn Libby

Hollow Inn Motel
Hotel Manager
Barre, VT

August 1998-2001

Weekend manager, responsible for customer check-in, check-out, oversight of housekeeping services, general customer satisfaction; responsible for daily financial transactions.

Supervisor: IJ Patel

Grafton County Department of Corrections
Director of Drug Freedom Program
North Haverhill, NH

July 1995-August 1998

Responsible for writing and complying with program grant; ensuring inmate compliance with contractual rules and obligations within a community setting.

Mark Deem

Skills and Certifications

- Certified Corrections Sergeant
- (CIT) Mental Health Crisis Intervention trained
- (CCAR) Recovery Coach Trained
- Understanding and knowledge of Criminal Law
- Excellent leadership and communication skills
- Well organized and detail oriented
- Excel at adapting to change
- Excellent Computer Skills
- Knowledge of Correctional Facility procedures
- Self- Defense techniques

Professional Experience

Programs Sergeant

Grafton County Department of Corrections – North Haverhill, NH 02/2014- Current

- In my role as Sergeant I am responsible for the delivery of all inmate Programs. This requires me to work alongside the substance abuse counselors to provide the best programing possible to help deal with the current widespread drug epidemic.
- I also am responsible for coordinating volunteer programs such as AA and Church services, and making sure each inmate has access to religious materials as required by policy.

Booking / Intake Sergeant

Grafton County Department of Corrections – North Haverhill, NH 01/2013- 02/2014

- As the booking and Intake Sergeant I was responsible to process all incoming and outgoing inmate paperwork and ensure that all the legal information is accurate. This ensures that the Grafton County DOC does not release someone or detain someone illegally.
- I was also required to supervise all Video Arraignments and complete necessary court documents required for each hearing.

Shift Supervisor

Grafton County Department of Corrections – North Haverhill, NH 08/2011- 10/2013

- During my tenure as a Shift Supervisor I was responsible for the Daily Operations of the Facility, supervising at times over 100 inmates as well as 10 staff members. I was required to conduct performance evaluations for as well as review all Disciplinary and Incident reports.
- During this time period I was selected to be a part of the Transition Team for Grafton County. These teams was designed train and learn how a new facility operates and help write policies and procedures as well as train other staff members before working in the new facility.

Correctional Officer

Grafton County Department of Corrections – North Haverhill, NH 06/07- 08/2011

- Starting out as a Correctional Officer I was responsible for the basic supervision of inmates but quickly moved into a recordkeeping position. This position required that I work with the Facility Lieutenant conducting classification reviewing all inmate records. I was also responsible for a portion of Disciplinary hearings.
- I also had the privilege of working with the Correctional Educator and Superintendent to help design a new GED / HISET program. This program changed the graduation rate from 1 per year to over 20.

Lucille Buteau

Objective

To work as part of a team to achieve desired goals and to provide high quality service.

Summary

- Over 18 years of experience in counseling, management, supervision and group facilitator.
- NH Certified Impaired Driver Intervention Instructor for 9 years
- Certified HiSET testing Proctor

Professional Experience

03/21/2016 - Present Grafton County North Haverhill, NH
Grafton County Department of Corrections Substance Abuse Coordinator

10/01/2014 - 03/21/2016 Grafton County North Haverhill, NH
Grafton County Alternative Sentencing Director

06/15/2007 - 04/07/2014 TRI-County Community Action Program Berlin, NH
Division Director of Substance Abuse Services

11/20/2006 - 06/14/2007 TRI-County Community Action Program Berlin, NH
Clinical Director of Friendship House

01/06/2006 - 11/19/2007 TRI-County Community Action Program Berlin, NH
Program Director of Impaired Driver Impairment Programs, NH Certified
Impaired Driver Intervention Instructor and Counselor.

08/18/2005 - 06/15/2007 TRI-County Community Action Program Berlin, NH
Part Time Administration Assistant and Impaired Driver Intervention
Instructor and Counselor

05/01/1999 - 06/15/2003 Northern NH Mental Health Berlin, NH
Substance abuse counselor and a mental health crisis care worker.

Degrees

Licensed Alcohol and Drug Counselor
Associate's Degree in Human Science
Bachelor's Degree in Science

State of New Hampshire
Berlin Community College
Springfield College

May 2000
June 1997
June 2000

Sarah Pepper

Education

Bachelor of Arts, Criminal Justice (May 2015)

Saint Anselm College, Manchester, NH

Master of Science, Mental Health Counseling

Springfield College, Saint Johnsbury, VT

Course Highlights: Introduction to Criminal Justice, Juvenile Justice System, Juvenile Delinquency, Theories and Practice of Punishment, Violence and Public Health, Women and Crime, Research Methods, Criminal Justice Statistics, Criminal Law, Deviance and Social Control, Computer Forensics, General Psychology, Abnormal Psychology, Adolescent Psychology

Professional Orientation and Ethical Practice, Group Counseling Skills, Counseling Theories, Diagnosis and Psychopathology, Counseling Skills and Modalities, Multicultural and Diverse Counseling

(CCAR) Recovery Coach Trained (January 2018)

Experience

Grafton County Department of Corrections, North Haverhill, NH

Substance Abuse Counselor/HISET Instructor

(October 2017-Present)

Assisting incarcerated individuals with substance abuse treatment by co-leading three groups daily. Provide individual counseling weekly along with recovery support skills. Preparing individuals to take the HISET exam to earn their High School Diploma.

Lisbon Regional School, Lisbon, NH

Paraeducator

(October 2016-October 2017)

Assisting students in the school setting achieve goals outlined in their Individualized Education Plan. Goals ranging from classroom involvement to learning the life skills necessary for outside of school. Responsible for behavior management of student.

Life Transition Services, North Haverhill, NH

Life Coach

(July 2016-October 2016)

Assisting client with academic needs in the school setting according to their Individualized Education Plan. Built client portfolio by volunteering in the community and establishing the life skills needed for a paying job.

Becket Family of Services, Pike, NH

Academic 1:1 Support

(April 2016-July 2016)

Provide 1:1 support for students while adhering to their individual treatment plans. Assisting in the academic classroom as well as assisting the students with self-regulation. Engage students in the community and strengthening students' life skills.

Becket Family of Services, Pike, NH

Residential Youth Counselor

(July 2015-April 2016)

Implement activities of daily living according to individual treatment plans and behavioral plans for at risk males between the ages of 13 and 21 years. Involve the residents in social and recreational activities such as community integration and physical activity. Encourage the residents to engage in high quality living skills, including: practicing personal hygiene, and housekeeping, along with preparing meals. Trained in medication distribution, Handle with Care physical behavior managements, and verbal de-escalation using Therapeutic Crisis Intervention.

Sununu Youth Services Center, Manchester, NH

Intern

(February 2015-May 2015)

Intern in a supervisory position. Participate in the in-take process and different treatment plan meetings. Engage with the students on the different units. Observe classes during the day and the residential aspect at night. Firsthand experience into the residential and placement piece of the juvenile justice system.

Saint Anselm College Meelia Center for Community Engagement, Manchester, NH

Site Coordinator for Sununu Youth Services Center

(November 2013-May 2015)

Recruit and organize Saint Anselm College students to volunteer at Sununu Youth Services Center. Meet with SYSC each semester to plan and set goals. Act as liaison between students and SYSC, demonstrating excellent communication skills. Demonstrate problem solving ability when issues arise and solve them in a timely manner.

Volunteer at Sununu Youth Services Center, Manchester, NH

(January 2013-May 2015)

Tutor, mentor, and encourage the youth, ages thirteen to eighteen while enabling them to realize their potential. Effectively motivate students to reach academic goals. Create an encouraging and supportive environment favorable to learning.

Volunteer at Hampshire House, Manchester, NH
2014)

(January 2014-May

Teach computer skills, helped with resume building and job searching. Advised with sending employment inquiries. Created an encouraging and supportive environment.

Leadership

Appalachia Service Project-Letcher County, KY

Group Leader

(June 2015)

Lead a group of 6 high school students to Kentucky to volunteer with Appalachia Service Project, an organization that helps make houses safer low income families. Delegated different parts of floor replacement jobs.

Spring Break Alternative Trip-Minden, LA

Volunteer

(March 2012)

Traveled down to Louisiana and worked with The Fuller Center for Housing, an organization that helps build affordable housing for low-income families. Delegated relationships with family members and acquired exposure and understanding of the hardships faced by low income families.

Additional Experience

McDonald's-Hillsboro, NH

Crew Member

(June 2014-June 2015)

Exhibited strong communication and sales skills while promoting services and meeting customers' needs. Show leadership when asked to supervise at times during shifts. Exemplify flexibility by working mornings, nights, weekends, and holidays. Based on ability and performance, received progressive responsibility.

True Confections, LLC-Concord, NH

Cashier

(May 2013-May 2014)

Work independently while opening and closing the store. Acquired significant experience in customer relations through direct contact with customers. Cashed out registers at the end of the night during closing. Accurately and efficiently handled /processed cash, checks, and credit card transactions.

Saint Anselm College Athletics -Manchester, NH

Athletic Communications

(September 2012-May 2015)

Exercise ability to multi-task in high demand situations while recording statistics during sporting events. Demonstrate reliability, ability to focus, and attention to detail while responsible for different tasks during games including recording shots in hockey games, keeping the scorebook for volleyball, and knowing appropriate times to play music. Show reliability and responsibility when being a line judge during the volleyball games.

Computer Skills: Social Media (Facebook, Twitter, Instagram), Microsoft Office, NH WITS Electronic Health Record

David G. Belanger, Jr.

EDUCATION:

- M.A. in Clinical Mental Health Counseling, Union Institute and University, Cincinnati, OH December 2007
- B.A in Psychology, Southern New Hampshire University, Manchester, NH December 2003, 3.8 GPA
- A.A. in Liberal Studies, Hesser College, Manchester, NH January 1999, 3.8 GPA

WORK EXPERIENCE:

GRAFTON COUNTY ALTERNATIVE SENTENCING

North Haverhill, NH

August 2015 to present

MLADC, Treatment Coordinator

Work includes: assessment of candidates for Grafton County Drug Treatment Court Program; treatment of Drug Treatment Court participants with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, moral reconnection therapy, and dialectical behavioral therapy methods; supervision of staff working towards CRSW and LADC licensure; writing progress notes & discharge summaries; designing treatment plans based on goals agreed upon with clients and facilitating intensive outpatient and aftercare group therapy sessions; participating in weekly multi-disciplinary team meetings; serving as liaison to other treatment providers; and providing after hours on-call coverage.

HEADREST, INC.

Lebanon, NH

March 2014 to August 2015

Outpatient Substance Abuse Counselor

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; and facilitating intensive outpatient and men's aftercare group therapy sessions. Other duties included providing on-call coverage for Headrest crisis hotline.

VALLEY VISTA

Bradford, VT

November 2013 to April 2014

Primary Therapist, Men's Residential Substance Abuse Treatment Unit

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and 12-Step Facilitation methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; facilitating psycho-educational and process group therapy sessions; working with health insurance companies to establish a length of stay appropriate for client's needs; and working as part of a multi-dimensional team (clinical, medical, and psychiatric) to provide the best level of care for clients.

HEADREST, INC.

Lebanon, NH

January 2007 to November 2013

Outpatient Substance Abuse Counselor

May 2008 to November 2013

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; and facilitating intensive outpatient and dialectical behavioral

group therapy sessions. Other duties included providing on-call coverage for both Headrest crisis hotline and Headrest Dialectical Behavioral Therapy program.

Counselor, Grafton County House of Corrections

Performing same duties as listed above with individuals incarcerated at the Grafton County House of Corrections (16 hours per week, since May 2008), in the Grafton County Drug Treatment Court Program, and in the Grafton County Electronic Monitoring Program (through Headrest subcontract with Grafton County).

Hotline Coordinator

January 2007 to May 2008

Work included: oversight of 24-hour crisis hotline; answering crisis calls; supervision of 9 staff members; insuring hotline is in compliance with American Association of Suicidology guidelines; serving on Quality Assurance Board; working with business manager on budgeting and marketing; coordination of services with other facilities; and conducting trainings. Other duties included on-call coverage, staff scheduling, and doing screenings for residential and outpatient counseling programs.

- Completed 1500 hour counseling internship, required by graduate school program.

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY

Claremont, NH

June 2004 to Dec 2006

Community Services Coordinator, Brookshire Group Home

Work included: oversight of day and residential program for 3 developmentally disabled individuals; supervision and training of 15 staff members; and design and implementation of service plans with family service coordinators, psychologists, and legal guardians. Other duties included behavioral intervention, staff scheduling, writing monthly and annual progress reports, overseeing clients' medical care, working with agency nurse trainer to ensure proper medication administration procedures are followed, ensuring residence functions with state certification guidelines, on-call crisis coverage (for both the residence and agency), mentoring new coordinators, and interviewing, hiring, and training new staff.

LICENSURES AND CERTIFICATIONS

- NH Masters Licensed Alcohol and Drug Counselor (MLADC), License # 0948
- Moral Reconciliation Therapy Certification: August 2017. Completed 40 hour training course provided by Correctional Counseling, LLC. Have provided Moral Reconciliation Therapy group treatment to individuals participating in Grafton County Drug Treatment Court.
- Dialectical Behavioral Therapy Certification, December 2011. Completed 80 hours of training provided by Behavioral Tech LLC. Certified to provide Dialectical Behavioral Therapy in both individual and group settings. Certification also entails competency to train other staff in Dialectical Behavioral Therapy. Designed and implemented Headrest's Dialectical Behavioral Therapy program with other members (3) of Dialectical Behavioral Therapy team. Currently providing individual and group treatment to Dialectical Behavioral Therapy program participants.
- Have attended and completed trainings on topics such as Personality Disorders; treating Bipolar Disorder; treating Eating Disorders, Seeking Safety, helping National Guard Members and their families cope before, during, and after a deployment; and other trainings required by the State of New Hampshire.
- Have attended state, regional, and national Drug Treatment Court training conferences.
- Attended Annual Conference on Psychological Trauma: Neuroscience, Attachment, and Therapeutic Interventions, sponsored by The Meadows. Boston, MA. June 15-June 17, 2006 (21 continuing education hours). Attended workshops on acute intervention with victims of war and terrorism, neuropsychological assessment of traumatized adults and children, and interventions with victims of human trafficking.
- Also knowledgeable in American Sign Language

*References available upon request.

Kenn Stransky

Education and Credentials

- NH Licensed Certified Recovery Support Worker
- ServSafe Manager, Certified Instructor, Examination Proctor
- Master in Adult Education Administration, in process, Ohio University
- Graduate credential Leadership Excellence Academy, Certified Manager in Program Improvement
- Bachelors of Arts in Government/United States History, The University of the State of New York

Member: State of Vermont Department of Education State Professional Development Team
New England Adult Education Leadership Excellence Academy
National Correctional Educators Association
American Association for Adult & Continuing Education
National Center for Family Literacy (Alliance)

Professional Education Experience

Grafton County, North Haverhill, New Hampshire

Department of Alternative Sentencing, Case Manager

September 2017

Responsible for managing the caseload of the participants within various Alternative Sentencing Programs such as: Mental Health Court, Adult Diversion, and Juvenile Restorative Justice

Department of Corrections, Case Manager & Correctional Educator,

Oct. 2014 to Aug. 2017

Certified Recovery Support Worker & Re-entry Specialist

Working in the Programs Department provided intake, orientation and addiction counseling and re-entry services and vocational education, for those facing addictions while incarcerated. This program is partly funded through the New Hampshire Bureau of Drug Addiction Services Agency. 281 inmates graduated with their diploma under my leadership.

Correctional Educator

May 2008 to present

Through direct contract employment with Grafton County, created an education program to serve incarcerated adult males and females at this 100+ bed maximum-security facility. In less than one year's time, the program received the recognition of the highest graduation rate in the entire NH Corrections system. In the second year service was expanded to pre-trial inmates that now return weekly for their education. The delivery system was designed to serve the adult needs of an entire system that is currently 80 percent coded for special education services.

North Country Educational Services, Gorham, NH

2001 to June 2008

Southeastern Regional Education Service Center, Inc., Bedford, NH

Correctional Special Educator (part-time)

Through a grant from the New Hampshire Department of Education, provided contracted tutorial services for incarcerated coded high school special education students at the Coos County Correctional facility. In 2005, responsibilities were expanded to include the much larger Grafton County correctional facility. In addition, I provided adult education instruction to the general inmate population.

Vermont Learning Works, Canaan Memorial High School, Canaan, VT 2002 to Oct. 2014.

Adult Learning Center Manager, Regional Multi-Service Specialist, Adult Educator.

Coordinate and provide all adult education, Even Start and Migrant Education services in Essex County, VT. Established the Canaan Learning Center that now has the highest adult education graduation rate in the Northeast Kingdom region. Designed curriculum and services, interfaced with the local high school and supervisory union for Vermont High School Completion Program, attended meetings of local partners to coordinate and deliver services to former Ethan Allen Furniture workers.

Northeast Kingdom Learning Services, Canaan, VT

2000 to 2002

Specialized Educator

One-on-one educator for special needs adult high school students in a pilot program of education for convicted sex offenders. Successfully planned and brought students to the award of their diplomas.

Coordinated services between Essex North Supervisory Union, Northeast Kingdom Learning Services, and the State of Vermont Agency of Human Services.

Kenn Stransky

PAGE TWO

Other Experience

Northeast Kingdom, VT and North Country, NH

1993 to 2000

Freelance Journalist

Reported all local, regional, and business news for *Burlington Free Press*, *Newport Daily*, *Colebrook News & Sentinel* newspapers. Reported on school and Selectboard meetings in Essex and Orleans counties (VT) and Coos County (NH). Was a national Pulitzer Prize finalist for local reporting.

Paramount Brands, New York, NY

1990 to 1993

Key Accounts Manager

Opened and serviced all prestige accounts for New York's leading beverage importer. Coordinated all public events and product launches. Coordinated media and public relations for brands such as Georges Dubouef, Glen Ellen, Veuve Clicquot, and Benziger.

UB Brands, Shaffer, Clarke USA, Greenwich, CT

1985 to 1990

National Sales Manager, Food Service

Managed a national sales staff. Responsible for multi-million dollar divisional budget. Coordinated foreign production and American launches of products such as New Zealand lamb, Carr's Biscuits, and Bonne Maman preserves.

Hilton International, 3 World Trade Center, New York, NY

1982 to 1985

Assistant Purchasing Agent

Responsible for food, beverage and furniture purchasing for Hilton International's flagship hotel and restaurants at New York's World Trade Center. Coordinated all of the purchases for this location.

Long Island Beef Export, New York, NY

1980 to 1982

Export Sales Coordinator

Interfaced with European and Hilton International customers. Arranged exports.

United Brands, New York, NY

1978 to 1980

Management Trainee

Trained in all aspects of this international food company known mostly for Chiquita bananas.

- Guardian ad Litem in the Vermont Superior Court system since 1997
- Board member: Chair, Town of Norton Select Board and the Norton Planning Commission
Northeast Kingdom Community Action, board Treasurer
Northeastern Vermont Development Association, President
Northeast Kingdom Human Services, board member
Northeast Kingdom Collaborative, Chair
Nulhegan Gateway Association, President
Grace Community Church, Treasurer
- Member: Colonial Williamsburg Foundation, member
National Wildlife Federation, member
National Trust for Historic Preservation, member
Vermont Historical Society, member
- 2006 *Time Magazine Person of the Year*
- I enjoy sheep farming, cooking and historic preservation

Shelly Golden, B.S.W, M.S.W.

Professional Experience

Mental Health Court Coordinator, Grafton County

N. Haverhill, NH

2/2011-present

Hired to lead 3 Grafton County localities to develop and sustain their own grant-funded mental health court programs. Working with 3 advisory boards, I led the process to develop strategic plans for the entire Agency, set fundraising goals, and implement those plans. Defining roles for staff and volunteers, providing training, and supervising personnel were essential for successfully implementing the new mental health court programs. After the programs were up and running, our team evaluated them by independently collecting program data and analyzing it using current best practices and appropriate research methods.

- Develop, coordinate, and oversee the Grafton County Mental Health Court;
- Manage an operating budget, research grant funding opportunities, compose grant reports, and collect and disseminate Program data;
- Work with local mental health court Advisory Boards and volunteers to develop operational policies/procedures, and provide community education and outreach;
- Serve as Program liaison to connect mentally ill offenders with mental health courts through the Grafton County Department of Corrections, the Grafton County Attorney's Office, District Courts, law enforcement officials, and mental health treatment providers.

Youth Services/Restorative Justice Coordinator, CADY Inc.

Plymouth, NH

7/2007-5/2010

Independently operated the Restorative Justice, Launch, and LIFE community-based drug and alcohol youth prevention programs. Programs provided direct services, educational programming, advocacy, and therapy to youth and families in order to minimize the impact of substance abuse on our community youth and break the cycle of youth crime through evidence-based intervention. I encouraged productive community collaboration while training volunteers, advisory council members, and community partners, as well as while supervising staff members. Sound methods of data collection and analysis in addition to clear grant reporting helped make the programs a success. Directed to:

- Organize, direct, and supervise all youth programming activities and services associated with the Restorative Justice Program;
- Assess Restorative Justice Program referrals and build collaborative relationships between victims, youth, families, community residents, law enforcement partners, and community service providers;
- Recruit, screen, train, and support Restorative Panel community volunteers and AmeriCorps staff;
- Establish and maintain high functioning, collaborative relationships and partnerships with the public, local businesses, and government and social service agencies.

**Clinical/Treatment Coordinator, Becket Family of Services
Campton/Plymouth, NH**

3/2006-7/2007

Improved professional program outcomes through work with a staff of clinicians, case managers, and residential support staff by providing clinical, behavioral, and program development guidance and training. Modeled best practices and behavior through direct clinical work with youth in the program. Developed creative ways for community members and businesses to provide in-kind resources and support to youth in the program. Responsible for:

- Providing individual, group, and family therapy to 13-17 year old students;
- Delivering clinical training and guidance to residential, academic, and clinical faculty;
- Developing and facilitating individual and group therapy that focused on student needs in the areas of: substance abuse, domestic and/or sexual violence, neglect, gang violence, learning challenges, and mental health-related issues.

**Direct Services Coordinator, Voices Against Violence
Plymouth, NH**

7/2001-3/2006

Prepared, implemented, and trained volunteers and staff to effectively provide direct service programming and services while also advocating for survivors in the residential shelter and larger community. Developed expertise in:

- Coordinating comprehensive direct services for survivors of domestic and sexual violence;
- Developing and facilitating support groups;
- Providing family support, parenting, and life-skills education for clients in the shelter and community;
- Training and supervising agency volunteers;
- Building collaborative relationships with professional agencies in the community.

**Court Advocacy Director, Task Force Against Domestic/Sexual Violence
Plymouth, NH**

5/1998-7/2000

Developed community-based collaborative programming to improve resources for survivors of domestic and sexual violence. Led development of the Sexual Assault Response Team, the Child Advocacy Center, and participated in coordinated legislative activism with the NH Coalition Against Domestic and Sexual Violence. Accountable for:

- Coordinating and implementing the Court Advocacy Program;
- Developing resources and fostering positive community relations;
- Facilitating domestic violence and sexual assault support groups;
- Training volunteers;
- Providing direct service advocacy with shelter and court clients;
- Organizing public awareness events and educational programs;
- Coordinating legislative activism and crisis line advocacy.

Advisory Board Memberships

Plymouth State University Social Work Department, Advisory Board Member

11/2009–present

CADY Restorative Justice Program, Advisory Board Member

6/2010–present

Education

M.S.W., University of New England, Biddeford, ME

June 2001

B.S. in Social Work, Plymouth State College, Plymouth, NH

May 1994

Minors in Psychology, Women's Studies & Sociology/Anthropology

Up-to-date Certifications

Prime for Life, Drug and Alcohol Risk Reduction Program

HIV Counselor, NH Certified

Crisis Intervention, CPI Certified

ASHLEY BELYEA

PROFESSIONAL EXPERIENCE:

Grafton County Alternative Sentencing – North Haverhill, NH July 2015-Current
Adult Diversion Program, Case Manager

Responsible for managing a caseload up of up to 25 Adult participants. Works with participants individually and in groups to teach basic life skill needs and help aide in the participants' stabilization (i.e. housing, finances, insurance, education, employment, etc.). Responsible for completing assessments to aide in participant eligibility determination into the program. Currently working towards obtaining CRSW licensure.

Grafton County Nursing Home - North Haverhill, NH April 2012-July 2015
Licensed Nursing Assistant

Assisted elderly residents with basic life skill needs and care such as dressing, oral care, ambulation, feeding, range of motion exercises, vital signs, and activities.

Warren Village School -Warren, NH Aug. 2011-June 2012
Preschool Teacher

Managed a classroom size of 15 students. Prepared and taught lesson plans for Reading, Math, Science, and Socialization. Designed and implemented a report card system to coincide with the Reading and Math program. Documented progress of students through progress reports and performed screening assessments.

Wentworth Elementary School - Wentworth, NH Aug. 2010-June 2011
Kindergarten Teacher

Managed a classroom size of 6 students. Prepared and taught lesson plans for Math, Social Studies, Science, Reading, Phonics, and Literacy. Documented progress of students through work samples, progress reports, reports cards and digital portfolios.

Woodsville Elementary School- Woodsville, NH Aug. 2009-June 2010
Title I Assistant

Worked with six Kindergarten student to improve and enhance their knowledge, understanding, and comfort with Math and Reading. Documented students' progress through work samples.

ADDITIONAL EXPERIENCE:

Shaw's Supermarkets 2002-2010
Customer Service Representative, Cashier, Deli Assistant

EDUCATION: Bachelor of Science in Elementary Education
May 2009
Minor: Psychology
Keene State College, Keene, NH

SKILLS:
Knowledge of Word, Excel, Power Point, Digital Portfolios, knowledge of Thinking for Change curriculum, knowledge of biopsychosocial assessments, and CPR certified.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Grafton County

Name of Program/Service:

Department of Corrections and Alternative Sentencing Department

BUDGET PERIOD				
Name & Title Key Administrative Personnel		Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Julie Libby, County Administrator		\$ 110,202.00	0.00%	\$0.00
Tom Elliott - GCDOC Superintendent		\$ 83,184.00	0.00%	\$0.00
Mark Deem - Sergeant, Program Supv		\$ 50,377.00	0.00%	\$0.00
Lucille Buteau, LADC, Clinical Supv		\$ 56,784.00	100.00%	\$56,784.00
Sarah Pepper, CRSW, Case Manager		\$ 26,770.00	100.00%	\$26,770.00
Dave Belanger, MLADC		\$ 68,060.80	75.00%	\$51,045.60
Kenn Stransky, CRSW		\$ 44,162.40	25.00%	\$11,040.60
Shelly Golden, Mental Health Court Coordinator		\$ 60,769.60	15.00%	\$9,115.44
Ashley Belyea, Case Manager		\$ 38,748.80	25.00%	\$9,687.20
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$164,442.84

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

9



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION FOR BEHAVIORAL HEALTH
 BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
 Commissioner

Katja S. Fox
 Director

105 PLEASANT STREET, CONCORD, NH 03301
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June 19, 2018

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

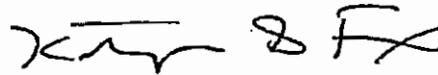
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Svcs Adm'n II, BDAS
2. Julio Lano, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kiegan, Clinical Svcs Spclst, Drug & Alcohol Svcs
5. Abby Shockley, Snr Policy Analyst, Substance Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	440	270	North Country
2. <u>Dismas Home of New Hampshire, Inc.</u>	440	262	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	338	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	328	Capital
5. <u>FIT/NHNNH, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	280	Greater Nashua
8. <u>Halo Educational Systems</u>	440	see below*	Upper Valley
9. <u>Headrest</u>	440	283	Upper Valley
10. <u>Hope on Haven Hill Inc.</u>	440	304	Stafford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	394	Greater Nashua
12. <u>North Country Health Consortium</u>	440	325	North Country
13. <u>North Country Health Consortium</u>	440	295	Carroll County
14. <u>Phoenix Houses of New England, Inc.</u>	440	361	Monadnock
15. <u>Seacoast Youth Services</u>	440	215	Seacoast
16. <u>Seacoast Youth Services</u>	440	215	Stafford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	440	370	Stafford
19. <u>West Central Services, Inc.</u>	440	231	Greater Sullivan
20. <u>White Horse Addiction Center, Inc.</u>	440	138**	Carroll County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$0	\$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364		\$103,364
Sub-total			\$103,364	\$0	\$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203844-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			<u>\$2,205,533</u>	<u>\$0</u>	<u>\$2,205,533</u>
Grand Total All			<u>\$3,157,927</u>	<u>\$0</u>	<u>\$3,157,927</u>

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-03)

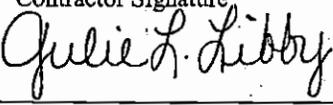
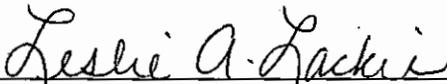
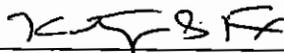
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Grafton County New Hampshire - Grafton County Department of Corrections and Alternative Sentencing		1.4 Contractor Address 3855 Dartmouth College Highway North Haverhill, NH 03774	
1.5 Contractor Phone Number 603-787-6941	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$247,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Julie L Libby, County Administrator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>6/5/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Leslie A. Lackie, Notary, Commission Expires 11/20/2018</u>			
1.14 State Agency Signature  Date: <u>6/7/18</u>		1.15 Name and Title of State Agency Signatory <u>Kitja S Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY:

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.
- 1.5. The Contractor shall provide substance use disorder treatment and recovery support services in this Agreement for individuals who are incarcerated at the Grafton County Department of Corrections and who are enrolled in the Grafton County Alternative Sentencing.

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and



Exhibit A

communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
- 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
- 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
- 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
- 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

- 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.



Exhibit A

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.3 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management requirements for the ASAM level of care.

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the



Exhibit A

supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.3 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.



Exhibit A

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- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
 - 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
 - 2.5.4.2. During treatment only when determined by a Licensed Counselor.
 - 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
 - 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
 - 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
 - 2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
 - 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
 - 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the



Exhibit A

Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

- 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
- 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



Exhibit A

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- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
 - 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
 - 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
 - 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
 - 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
 - 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
 - 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.



Exhibit A

2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
 - 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of



Exhibit A

Care that is higher than can be provided under this Contract;
Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.



Exhibit A

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- 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
 - 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
 - 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in



Exhibit A

- compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
 - 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or



Exhibit A

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- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to



Exhibit A

- diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->



Exhibit A

- 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
- 2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
 - 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.



Exhibit A

- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



Exhibit A

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- 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 - 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
 - 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
 - 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
 - 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
 - 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in

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Exhibit A

Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Reserved

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.



Exhibit A

- 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or



Exhibit A

- 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.



Exhibit A

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:
 - 8.1.1. Days of Cash on Hand:
 - 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

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Exhibit A

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:



Exhibit A

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- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
 - 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



Exhibit A

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- 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.

Vendor Name
RFA-2019-BDAS-01-SUBST
Page 8 of 24

Contractor Initials: *JK*
Date: *6/5/18*



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
- 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
- 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.
 - 5.2.2. Second: Charge the client according to Exhibit B, Section 7, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
 - 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 7 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
 - 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing Information: Intensive Case Management Services:
- 6.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 6.2. The Department will not pay for intensive case management provided to a client prior to admission.



Exhibit B

6.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

7. Sliding Fee Scale

7.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

7.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Submitting Charges for Payment

8.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.



Exhibit B

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- 8.1.5. Submit separate batches for each billing month.
 - 8.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
 - 8.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
 9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
 10. Funds in this contract may not be used to replace funding for a program already funded from another source.
 11. The Contractor will keep detailed records of their activities related to Department funded programs and services.
 12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
 13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
 14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 14.2.1. Make cash payments to intended recipients of substance abuse services.
 - 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for



Exhibit B

Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	15 min



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Grafton County - Department of
Corrections & Alternative Sentencing

6/5/18
Date

Julie L. Libby
Name: Julie L Libby
Title: County Administrator



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Grafton County - Department
of Corrections & Alternative Sentencing

6/5/18

Date

Julie L. Libby

Name: Julie L Libby
Title: County Administrator

6/5/18



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Grafton County - Department of
Corrections & Alternative Sentencing

6/5/18
Date

Julie L. Libby
Name: Julie L Libby
Title: County Administrator



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

jl

Date

6/5/18

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Grafton County - Department of
Corrections & Alternative Sentencing

6/5/18
Date

Julie L. Libby
Name: Julie L Libby
Title: County Administrator

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials jl

Date 6/5/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Grafton County - Department of
Correction s& Alternative Sentencing

Julie L. Libby

Name: Julie L Libby
Title: County Administrator

6/5/18
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

Grafton County - Department of Corrections & Altern
Name of the Contractor Alternative Sentencing

Julie L. Libby
Signature of Authorized Representative

Julie L Libby
Name of Authorized Representative

County Administrator
Title of Authorized Representative

June 5, 2018
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Grafton County - Department of
Corrections & Alternative Sentencing

6/5/18
Date

Julie L. Libby
Name: Julie L Libby
Title: County Administrator



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 08 125 9830
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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



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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6/5/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



Exhibit K

DHHS Information Security Requirements

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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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6/5/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-04)

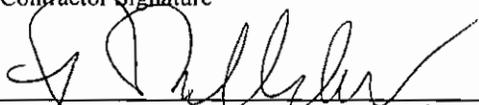
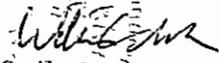
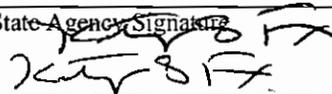
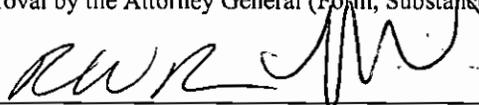
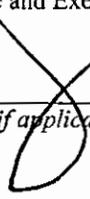
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Nashua Council on Alcoholism		1.4 Contractor Address 615 Amherst Street Nashua NH 03063	
1.5 Contractor Phone Number 603-882-3616 x1103	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$624,599
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, President & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>6/4/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] WILLIAM C. MARTIN Justice of the Peace - New Hampshire My Commission Expires November 4, 2020			
1.14 State Agency Signatory  Date: <u>6/7/18</u>		1.15 Name and Title of State Agency Signatory Katya S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/8/18</u> <u>7/10/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

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- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.



Exhibit A

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- 2.3.1.6. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
 - 2.3.1.7. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
 - 2.3.1.8. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.
 - 2.3.1.9. Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
 - 2.3.1.10. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
- 2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client.
- 2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The



Exhibit A

Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) **and which exceed the minimum case management requirements for the ASAM level of care.**

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.4.2.2. Transportation for Pregnant and Parenting Women:



Exhibit A

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- 2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.
 - 2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:
 - 2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order
 - 2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.4.2.3. Child Care for Pregnant and Parenting Women:
 - 2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.
 - 2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.
 - 2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.



Exhibit A

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:



Exhibit A

- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
 - 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
 - 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.



Exhibit A

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- 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
 - 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
 - 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
 - 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
 - 2.5.8.5. Individuals with Opioid Use Disorders.
 - 2.5.8.6. Veterans with substance use disorders
 - 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
 - 2.5.8.8. Individuals who require priority admission at the request of the Department.
 - 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
 - 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.



Exhibit A

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- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients



Exhibit A

first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the



Exhibit A

client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if



Exhibit A

applicable, documentation of the client's refusal to sign the treatment plan.

- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.



Exhibit A

- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.5), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
 - 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
 - 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to



Exhibit A

resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit



Exhibit A

- his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
 - 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.
 - 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
 - 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
 - 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
 - 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
 - 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
 - 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->



Exhibit A

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- 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.
- 2.10. Tobacco Free Environment
- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
 - 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.



Exhibit A

- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.



Exhibit A

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- 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 - 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
 - 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
 - 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
 - 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
 - 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling



Exhibit A

Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.



Exhibit A

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- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
- 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
- 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or



Exhibit A

- serious harm to physical or mental health, safety, or well-being, including but not limited to:
- 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form"



Exhibit A

(February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau

- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall



Exhibit A

include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.



Exhibit A

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- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.



Exhibit A

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The corrective action plan shall include:
 - 10.2.1. The action(s) that will be taken to correct each deficiency;
 - 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.



Exhibit A-1 Operational Requirements

9. Clinical Services.
 - 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
 - 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
 - 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and



Exhibit A-1 Operational Requirements

- 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and



Exhibit A-1 Operational Requirements

- 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and
- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
- 11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:



Exhibit A-1 Operational Requirements

- 11.5.3.1. TB test results;
- 11.5.3.2. A record of the client's treatment history; and
- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;



Exhibit A-1 Operational Requirements

- 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;
- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.



Exhibit A-1 Operational Requirements

- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
 - 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
 - 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
 - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
 - 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
 - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
 - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
 - 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
 - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
 - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
 - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
- 20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment
or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the “payment of last resort” for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject’s research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department’s approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department’s Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 11 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 12, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 12 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Transitional Living (See Section 7 below) and
 - 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
 - 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
- 6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:



Exhibit B

6.2. Medication:

6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

6.2.4.1. WITS Client ID #;

6.2.4.2. Period for which prescription is intended;

6.2.4.3. Name and dosage of the medication;

6.2.4.4. Associated Medicaid Code;

6.2.4.5. Charge for the medication.

6.2.4.6. Client cost share for the service; and

6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

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6/4/18



Exhibit B

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- 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.
 - 6.3.3. The Contractor shall maintain documentation of the following:
 - 6.3.3.1. WITS Client ID #;
 - 6.3.3.2. Date of Service;
 - 6.3.3.3. Description of service;
 - 6.3.3.4. Associated Medicaid Code;
 - 6.3.3.5. Charge for the service;
 - 6.3.3.6. Client cost share for the service; and
 - 6.3.3.7. Amount being billed to the Department for the service.
 - 6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.
 - 7. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment
 - 7.1. The Contractor may charge the client fees for room and board, in addition to:
 - 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
 - 7.1.2. The charges to the Department
 - 7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:



Exhibit B

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 8. **Charging for Clinical Services under Transitional Living**
 - 8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
 - 8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
- 9. **Additional Billing Information: Intensive Case Management Services:**
 - 9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 9.2. The Department will not pay for intensive case management provided to a client prior to admission.
 - 9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.



Exhibit B

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10. Additional Billing Information: Transportation
- 10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
- 10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.
11. Charging for Child Care
- 11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
- 11.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 11.3. The Contractor will invoice the Department according to Department instructions.

PA

6/4/18



Exhibit B

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

12.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

13. Submitting Charges for Payment

13.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.



Exhibit B

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- 13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
 - 13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
 14. Funds in this contract may not be used to replace funding for a program already funded from another source.
 15. The Contractor will keep detailed records of their activities related to Department funded programs and services.
 16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
 17. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
 18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 18.2.1. Make cash payments to intended recipients of substance abuse services.
 - 18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free



Exhibit B

needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

- 18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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6/4/18



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	\$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
High-Intensity Residential only for Pregnant and Parenting Women: Room and Board only	\$75.00	Per Day
High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	\$180.00	Per Day

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day
Individual Intensive Case Management	\$16.50	15 min
Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider

[Handwritten Signature]
 6/4/18



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or


6/4/14



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Revisions to Standard Exhibits

2.1. Delete Exhibit C, Special Provisions, Section 9, Audit, and replace with:

9. Audit

9.1 Audit: The Contractor shall submit an annual audit to the Department within nine months after the close of the contractor's fiscal year. The audit shall be conducted in accordance with the single audit requirements found in 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, when all of the following criteria apply:



- 9.1.1 Department determines the contractor is a subrecipient pursuant to 2 CFR 200.300;
- 9.1.2 Contractor is a non-federal entity pursuant to 2 CFR §200.69, which is defined as a state, local government, Indian tribe, or institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient; and
- 9.1.3 Contractor expends \$750,000 or more of federal funds during the contractor's fiscal year.
- 9.2 Audit Exemption: The Contractor shall be exempt from the audit requirements of Section 9.1 if, during a single fiscal year, the contractor is not determined to be a subrecipient pursuant to 2 CFR 200.300 and cumulatively receives less than \$100,000 of total funds, regardless of source of funds, from the Department through this contract and other contracts.
- 9.3 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.4 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

The Department has determined that Greater Nashua Council on Alcoholism is a subrecipient for the purposes of this contract. The Department reserves the right to withhold payment if the agency does not submit a completed A-133 audit within nine (9) months of the close of the Contractor's 2017 fiscal year.

3. Renewal

- 3.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Greater Nashua Council on Alcoholism

6/4/18
Date


Name: Peter Kelleher
Title: President & CEO

Contractor Initials 
Date 6/4/18



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Greater Nashua Council on Alcoholism

Name: Peter Kelleher
Title: President & CEO

6/4/18
Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

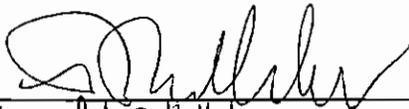
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *Greater Nashua Council on Alcoholism*

6/14/18
Date


Name: *Peter Kelleher*
Title: *President & CEO*



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/4/18

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Greater Nashua Council on Alcoholism

6/4/18
Date

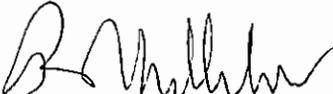

Name: Peter Kelleher
Title: President & CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials 



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *Greater Nashua Council on Alcoholism*

6/4/18
Date


Name: *Peter Kelleher*
Title: *President & CEO*

Contractor Initials 
Date 6/4/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fax
Signature of Authorized Representative

Katja S Fax
Name of Authorized Representative

Director
Title of Authorized Representative

6/14/18
Date

Greater Nashua Council on Alcoholism
Name of the Contractor

Peter Kelleher
Signature of Authorized Representative

Peter Kelleher
Name of Authorized Representative

President & CEO
Title of Authorized Representative

6/14/18
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

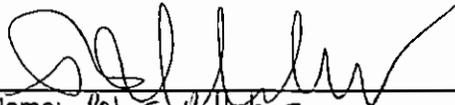
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Greater Nashua Council on Alcoholism

6/4/18
Date


Name: Peter Kelleher
Title: President & CEO

Contractor Initials PK
Date 6/4/18



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 602018907
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 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: _____



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

PK
6/4/18



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



Exhibit K

DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open


6/4/18



Exhibit K

DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

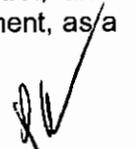

6/4/18



Exhibit K

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

A handwritten signature in black ink, appearing to be "JW", written over a horizontal line.

6/4/18



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

A handwritten signature in black ink, appearing to be "JN", written over a horizontal line.

6/4/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



-
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

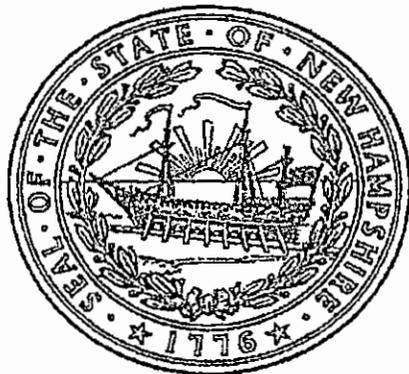
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 16, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74349



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of March A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Trent Smith, Vice Chair, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 6/4/18:
(Date)

RESOLVED: That the President & CEO, Peter Kelleher
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of July, 2018.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Trent Smith
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

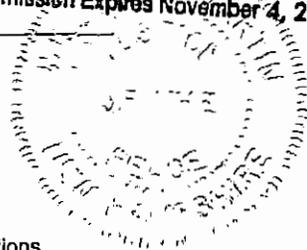
The forgoing instrument was acknowledged before me this 5th day of July, 2018.

By Trent Smith
(Name of Elected Officer of the Agency)

William C. Martin
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____
WILLIAM C. MARTIN
Justice of the Peace - New Hampshire
My Commission Expires November 4, 2020



AGENCY CUSTOMER ID: HARHO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 77 Northeastern Boulevard Nashua NH 03062	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859
Boulder Point, LLC - Map 213/Lot 5.3, Boulder Point Drive, Plymouth, NH 03264

Web-Library

An Internal Employee Resource Center



[Home](#)

Greater Nashua Council on Alcoholism, Inc. (Keystone Hall)

Mission Statement

To empower the chemically dependent person to
Take responsibility toward recovery through
Professional counseling in a caring environment

Overview

- Greater Nashua area's only non-medical substance abuse detoxification/assessment center
- Uniquely geared to address needs for the homeless, uninsured and underinsured population
- Established in 1990 to serve both male and female clients

[Back to Mission Statement and Overviews](#)

**GREATER NASHUA
COUNCIL ON ALCOHOLISM**

Financial Statements

For the Year Ended June 30, 2017

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITORS' REPORT	1
BASIC FINANCIAL STATEMENTS:	
Statement of Financial Position	4
Statement of Activities	5
Statement of Functional Expenses	6
Statement of Cash Flows	7
Notes to the Financial Statements	8
SUPPLEMENTARY INFORMATION:	
Schedule of Program Services Expenses – Current Year	19
Schedule of Program Services Expenses – Prior Year	20



INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Greater Nashua Council on Alcoholism

Report on the Financial Statements

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and

fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Greater Nashua Council on Alcoholism, Inc.'s fiscal year 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 2, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived:

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 10, 2018 on our consideration of Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

Melanson Heath

January 10, 2018

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2017

(With Comparative Totals as of June 30, 2016)

ASSETS

	<u>2017</u>	<u>2016</u>
Current Assets:		
Cash and cash equivalents	\$ 252,981	\$ 42,392
Receivables, net	1,318,521	523,281
Promises to give	3,000	-
Prepaid expenses	5,088	7,757
Total Current Assets	1,579,590	573,430
Noncurrent Assets:		
Property and equipment, net of accumulated depreciation	5,686,027	5,689,122
Restricted cash	38,482	26,473
Deferred compensation plan assets	-	6,000
Total Noncurrent Assets	5,724,509	5,721,595
Total Assets	\$ 7,304,099	\$ 6,295,025

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable	\$ 76,165	\$ 48,800
Accrued expenses and other liabilities	225,962	165,379
Due to related organizations	399,615	125,152
Line of credit	128,779	182,402
Current portion of bonds and mortgages payable, net	123,992	81,263
Total Current Liabilities	954,513	602,996
Long Term Liabilities:		
Deferred compensation plan liability	-	6,000
Bonds and mortgages payable, long term, net	3,734,588	3,672,120
Mortgages payable, deferred	1,885,000	1,885,000
Total Long Term Liabilities	5,619,588	5,563,120
Total Liabilities	6,574,101	6,166,116
Unrestricted Net Assets	729,998	128,909
Total Liabilities and Net Assets	\$ 7,304,099	\$ 6,295,025

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

Support and Revenue:	<u>2017</u>	<u>2016</u>
Support:		
Bureau of Drug and Alcohol	\$ 3,806,540	\$ 1,275,786
Other federal grants	130,017	47,850
State of New Hampshire	59,000	32,500
Other grants	-	109,348
Contributions	30,741	16,700
In-kind donations	57,225	-
Revenue:		
Client services:		
Medicaid	1,550,194	1,142,951
Third party insurance	65,060	60,877
Client billings, net	34,465	46,522
Contracted services	366,645	177,633
Other income	13,723	1,630
Interest income	<u>620</u>	<u>48</u>
 Total Support and Revenue	 <u>6,114,230</u>	 <u>2,911,845</u>
 Expenses:		
Program services	4,767,612	2,602,708
General and administrative	633,487	385,731
Fundraising	<u>112,042</u>	<u>34,106</u>
 Total Expenses	 <u>5,513,141</u>	 <u>3,022,545</u>
 Change in Net Assets	 601,089	 (110,700)
 Unrestricted Net Assets, Beginning of Year	 <u>128,909</u>	 <u>239,609</u>
 Unrestricted Net Assets, End of Year	 <u>\$ 729,998</u>	 <u>\$ 128,909</u>

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>2017 Total</u>	<u>2016 Total</u>
Advertising	\$ 1,094	\$ 303	\$ -	\$ 1,397	\$ 3,142
Accounting fees	-	11,309	-	11,309	11,175
Client services	139,064	207	-	139,271	35,767
Client transportation	7,369	-	-	7,369	1,888
Contract services	627,117	31,237	-	658,354	26,511
Depreciation and amortization	192,770	27,332	-	220,102	203,431
Employee benefits	294,880	64,120	3,923	362,923	264,002
Food	98,502	4	-	98,506	95,639
Information technology	13,835	70,352	-	84,187	11,729
Insurance	19,834	1,039	-	20,873	19,153
Interest	141,683	15,239	-	156,922	160,288
Legal fees	3,249	1,832	-	5,081	6,758
Miscellaneous	32,953	1,024	1,266	35,243	14,849
Office supplies	33,259	2,382	-	35,641	23,120
Operating and maintenance	68,051	6,126	-	74,177	89,652
Operational supplies	24,092	125	-	24,217	50,250
Payroll taxes	191,246	9,124	6,127	206,497	143,106
Professional fees	-	1,771	350	2,121	2,332
Rent	185,863	201	-	186,064	69,577
Salaries and wages	2,513,370	379,588	100,290	2,993,248	1,677,143
Snow removal	6,793	272	-	7,065	-
Staff development	43,979	696	13	44,688	12,849
Staff travel	13,485	1,955	73	15,513	7,793
Telephone	14,019	4,341	-	18,360	7,000
Utilities	75,898	2,898	-	78,796	67,805
Vehicle expenses	25,207	10	-	25,217	17,588
	<u>\$ 4,767,612</u>	<u>\$ 633,487</u>	<u>\$ 112,042</u>	<u>\$ 5,513,141</u>	<u>\$ 3,022,545</u>
Total functional expenses					

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2017

(With Comparative Totals as of June 30, 2016)

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 601,089	\$ (110,700)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	220,102	203,431
Gain on disposal of fixed assets	(2,180)	(1,282)
(Increase) Decrease In:		
Receivables	(795,240)	(189,646)
Prepaid expenses	2,669	17,239
Promises to give	(3,000)	-
Increase (Decrease) In:		
Accounts payable	27,365	18,878
Accrued expenses and other liabilities	<u>60,583</u>	<u>(40,768)</u>
Net Cash Provided (Used) By Operating Activities	111,388	(102,848)
Cash Flow From Investing Activities:		
Purchase of fixed assets	(214,154)	(73,599)
Proceeds from sale of fixed assets	<u>2,180</u>	<u>-</u>
Net Cash Used By Investing Activities	(211,974)	(73,599)
Cash Flows From Financing Activities:		
Receipts from related organizations	1,362,697	298,021
Payments to related organizations	(1,088,233)	(356,494)
Proceeds from line of credit	221,377	213,500
Payments to line of credit	(275,000)	(79,000)
Proceeds from long term debt	200,000	-
Principal payments on long term debt	<u>(97,657)</u>	<u>(77,051)</u>
Net Cash Provided (Used) By Financing Activities	<u>323,184</u>	<u>(1,024)</u>
Net Increase (Decrease)	222,598	(177,471)
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>68,865</u>	<u>246,336</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	\$ <u>291,463</u>	\$ <u>68,865</u>
Supplemental disclosures of cash flow information:		
Interest paid	\$ <u>156,922</u>	\$ <u>160,288</u>

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Notes to the Financial Statements

1. **Organization:**

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, genderspecific, and culturally competent. The programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children, and offender re-entry services initiative.

2. **Summary of Significant Accounting Policies:**

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Receivables, Net

Receivables, net consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable receivables is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable.

Property and Equipment

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of \$2,500 or more and a

useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Land improvements	15 years
Building and improvements	30 years
Equipment	5 years
Furniture and fixtures	5 - 7 years
Software	3 years
Vehicles	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the financial statements in the current period.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets available for use in general operations.

Temporarily Restricted Net Assets – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed.

The Organization has only unrestricted net assets.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Grant Revenue

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the dis-

allowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses present that natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

The Organization is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an Organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. If the Organization has net income that is derived from business activities that are unrelated to its exempt purpose, it would need to file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

Fair Value Measurements and Disclosures

Certain liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of due to related organizations – Level 3.

- Recurring measurement of line of credit – Level 2.
- Recurring measurement of bonds and mortgages payable – Level 2.

The carrying amounts of cash, cash equivalents, and restricted cash, receivables, accounts payable, and accrued expenses and other liabilities approximate fair value due to the short-term nature of the items, and are considered to fall within Level 1 of the fair value hierarchy.

3. Receivables, Net:

Receivables at June 30, 2017 consist of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 1,246,437	\$ -	\$ 1,246,437
Medicaid	84,220	(9,268)	74,952
Other	<u>23,507</u>	<u>(26,375)</u>	<u>(2,868)</u>
Total	<u>\$ 1,354,164</u>	<u>\$ (35,643)</u>	<u>\$ 1,318,521</u>

4. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

	<u>2017</u>	<u>2016</u>
Land	\$ 742,500	\$ 742,500
Construction in progress	143,865	-
Land improvements	1,743	1,743
Building	5,646,560	5,646,560
Building improvements	45,813	26,066
Computer equipment	21,854	11,524
Furniture and fixtures	38,711	39,628
Software	57,594	44,305
Vehicles	<u>55,838</u>	<u>42,797</u>
Subtotal	6,754,478	6,555,123
Less: accumulated depreciation	<u>(1,068,451)</u>	<u>(866,001)</u>
Total	<u>\$ 5,686,027</u>	<u>\$ 5,689,122</u>

Depreciation expense for the years ended June 30, 2017 and 2016 totaled \$217,248 and \$203,431, respectively.

5. Restricted Cash:

Restricted cash consists of funds required to be used for the replacement of property, with prior approval by the New Hampshire Housing Finance Authority.

6. Accrued Expenses and Other Liabilities:

Accrued expenses and other liabilities consist of the following:

	<u>2017</u>	<u>2016</u>
Accrued payroll and related liabilities	\$ 219,476	\$ 155,716
Accrued interest	6,374	5,175
HSA liability	<u>112</u>	<u>4,488</u>
Total	<u>\$ 225,962</u>	<u>\$ 165,379</u>

7. Due to Related Organizations:

Due to related organizations represents short-term liabilities due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2017 are as follows:

	<u>2017</u>	<u>2016</u>
Current:		
Harbor Homes, Inc.	\$ 380,115	\$ 88,464
Healthy at Home, Inc.	-	14,210
Milford Regional Counseling Services	-	406
Southern New Hampshire HIV/AIDS Task Force	<u>19,500</u>	<u>22,072</u>
Total	<u>\$ 399,615</u>	<u>\$ 125,152</u>

As discussed in Note 2, the valuation technique used for notes receivable is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Beginning balance June 30, 2016	\$ 125,152
Advances	1,362,697
Reductions	<u>(1,088,234)</u>
Ending balance June 30, 2017	<u>\$ 399,615</u>

8. Line of Credit:

At June 30, 2017, the Organization had \$250,000 of credit dated April 27, 2017 available from Merrimack County Savings Bank due on demand, secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to Merrimack County Savings Bank. As of June 30, 2017, the credit line had an outstanding balance of \$128,779 at an interest rate of 5.25%.

9. Bonds and Mortgages Payable:

Bonds and mortgages payable as of June 30, 2017 were as follows:

\$3,963,900 in New Hampshire Health and Education Facilities Authority bonds, dated September 15, 2014, due in monthly installments of \$19,635, including principal and interest at 4.00%, maturing in 2042, secured by real property owned and guaranteed by Harbor Homes, Inc.	\$ 3,740,421
\$200,000 loan from New Hampshire Health and Education Facilities Authority, dated March 6, 2017, due in monthly installments of \$3,419, including principal and interest at 1.00%, maturing in 2022, secured by real property, and guaranteed by Harbor Homes, Inc.	190,235
Less: debt issuance costs, net	<u>(72,076)</u>
Total	3,858,580
Less amount due within one year	<u>(123,992)</u>
Long term debt, net of current portion	<u>\$ 3,734,588</u>

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2018	\$ 123,992
2019	130,860
2020	134,586
2021	139,226
2022	133,390
Thereafter	<u>3,268,602</u>
Total	<u>\$ 3,930,656</u>

Debt issuance costs, net of accumulated amortization, total \$72,076 as of June 30, 2017, and are related to the New Hampshire Health and Education Facilities Authority bonds described above. The debt issuance costs on the above bonds are being amortized over the life of the bonds. Amortization expense for fiscal year 2017 was \$2,855.

In 2017, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2015-03, *Interest – Imputation of Interest (Subtopic 835-30)*. The effect of this change in fiscal year 2017 was to reclassify debt issuance expenses in the amount of \$72,026 from other assets to a reduction in long-term debt. The financial statements for 2016 have been retroactively restated for the change, which resulted in a decrease to other assets and a corresponding decrease to long-term debt of \$72,026. There is no effect on net income for either year.

10. Mortgages Payable, Deferred:

The Organization received special financing as partial funding for a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. Certain covenants apply related to eligibility and use of the mortgaged property. The balance of these notes at June 30, 2017 is as follows:

Federal Home Loan Bank of Boston - Affordable Housing Program	\$ 385,000
New Hampshire Housing Finance Authority	<u>1,500,000</u>
Total	<u>\$ 1,885,000</u>

11. Net Assets Released from Restriction:

There were no restricted net assets during the year ended June 30, 2017 and, as a result, no net assets were released from restrictions.

12. Deferred Compensation Plan:

In fiscal year 2017, the Organization discontinued its 403(b) plan and deferred compensation plan for certain employees and directors, and it implemented a 401(k) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization will contribute as a matching contribution an amount equal to 100% of employees' contributions that is not in excess of 6% of their contribution. Total matching contributions paid by the Organization for the year ended June 30, 2017 were \$50,561.

13. Transactions with Related Parties:

The Organization offers counseling services to the clients of related organizations. These services are provided whenever requested.

The Organization is a corporate guarantor for Harbor Homes, Inc., related to the mortgage on their Northeastern Boulevard property. The guaranty consists of one mortgage in the amount of \$1,125,000.

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization. The Organization also receives payroll services from the related organization, billed at actual cost.

The Organization rents space from Harbor Homes, Inc., a related organization. Rent expense for the year under this agreement was \$41,250.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met and, therefore, more meaningful separate statements have been prepared.

14. Concentration of Risk:

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2017, the State of New Hampshire accounted for 63% and Medicaid account for 25% of total revenues.

15. Supplemental Disclosure of Cash Flow Information:

In fiscal year 2017, the Organization early adopted Accounting Standard Update (ASU) No. 2016-18, *State of Cash Flows (Topic 203): Restricted Cash*. The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year of restricted cash as part of the total cash and cash equivalents.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the State of Financial Position to the same such amounts reported in the Statement of Cash Flows.

	<u>2017</u>	<u>2016</u>
Cash and Cash Equivalents	\$ 252,981	\$ 42,392
Restricted Cash	<u>38,482</u>	<u>26,473</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Statement of Cash Flows	<u>\$ 291,463</u>	<u>\$ 68,865</u>

16. Subsequent Events:

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2017 through January 10, 2018, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

17. Change in Net Assets:

During fiscal year 2017, the Organization received \$400,000 in grant funding for infrastructure. This one-time grant contributed to the change in net assets (approximately \$148,000) for fiscal year 2017.

GREATER HALDRIA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2017

	20 Day Residential Center	60 Day Residential Center	Cahill Cell Center	Cynthia Day Family Center (MILISI)	Friends of Home	Harbor Homes (Dunelmouth)	(Elthorough) County DOC	HUD Transitional Mktc	Incorporation - FIC	Incorporation - SIZ	Infrastructure Grant	McNair Corporate	Open Book	Subcontract	Project Phase	Recovery Zoned	Non Profit	Total	General and Administrative	Depreciation	Total Expenses
Advertising	\$ -	\$ -	\$ 1,704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,704	\$ 303	\$ -	\$ 1,397	
Accounting fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,300	-	11,300	
Client services	3,077	2,462	-	24,822	-	-	-	211	-	-	125	101,841	119	5,265	-	1,041	130,084	207	-	130,271	
Client transportation	688	300	-	1,401	-	-	-	85	-	-	-	4,549	-	-	-	-	7,363	-	-	7,363	
Contract services	249	24,255	2	353	178,706	374,851	-	23	-	-	15,510	140	-	20,583	-	2,170	627,117	31,237	-	658,354	
Depreciation	53,171	33,158	1,538	88,025	-	-	-	3,917	-	-	-	-	-	-	-	-	180,770	27,332	-	208,102	
Employee benefits	60,020	20,453	19,287	65,641	-	-	1,717	-	33,861	2,670	13,050	17,310	1,528	17,729	1,623	22,050	17,472	284,880	64,170	349,052	
Food	29,201	17,151	1	47,050	-	-	-	3,378	123	-	-	-	-	-	-	-	59	84,502	4	84,506	
Information technology	2,064	2,002	75	4,261	-	-	-	8	-	-	5,428	-	-	-	-	-	-	-	-	13,225	
Insurance	4,214	4,647	314	5,001	-	105	-	45	-	181	-	75	-	189	81	180	282	19,874	1,038	20,912	
Interest	41,564	24,730	1,234	70,553	-	-	-	3,272	-	-	-	-	-	-	-	-	-	141,623	15,230	156,853	
Legal fees	231	107	0	323	-	-	-	20	-	-	-	-	-	-	-	-	2,255	3,248	1,832	5,081	
Miscellaneous	732	-	11	2,416	-	887	-	130	2,310	-	21,830	00	4,682	293	5	-	32,953	1,024	1,288	33,241	
Office supplies	5,880	2,375	1,010	8,336	-	19	848	603	4,624	-	222	1,436	1,210	1,285	375	-	2,986	33,298	2,362	35,660	
Operating and maintenance	18,857	12,150	528	33,254	-	-	-	1,381	-	-	89	-	-	181	-	-	1,550	60,251	8,178	68,429	
Operational supplies	8,308	4,133	27	11,515	-	-	-	760	-	-	-	-	-	233	-	-	291	24,222	125	24,347	
Payroll taxes	33,145	11,123	21,043	39,277	-	-	1,183	-	15,884	1,573	7,567	8,143	6,522	14,785	4,970	8,200	18,614	191,248	8,124	200,462	
Professional fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,771	350	2,121	
Rent	-	-	-	-	-	-	-	-	-	-	93,750	10,053	8,304	14,243	-	-	61,313	182,803	201	183,004	
Salaries and wages	434,072	340,882	263,938	502,405	-	18,287	1,829	209,533	29,427	118,713	113,943	83,680	184,040	83,182	103,163	22,872	2,513,370	379,580	100,290	2,993,240	
Show removal	2,072	1,081	58	3,206	-	-	-	183	-	-	-	-	-	-	-	-	8,783	272	-	9,055	
Staff development	1,504	736	1,581	2,224	-	-	-	230	925	-	28,002	718	-	1,256	40	-	8,838	43,978	608	53,424	
Staff travel	1,040	690	348	1,838	-	-	-	72	2,914	-	578	-	1,186	-	333	18	4,471	1,999	73	15,513	
Telephone	2,085	1,412	1,743	3,720	-	-	-	130	80	-	-	230	-	429	742	-	14,919	4,341	-	18,260	
Utilities	19,872	12,945	603	34,737	-	-	-	1,362	-	-	-	156	-	-	-	-	8,481	75,888	2,868	78,739	
Vehicle expenses	2,554	2,332	2	5,648	-	-	-	7	-	-	-	-	-	-	15,164	-	29,257	10	-	29,267	
Total program services expenses	\$ 724,823	\$ 528,748	\$ 220,490	\$ 871,895	\$ 178,766	\$ 375,942	\$ 21,830	\$ 17,295	\$ 370,362	\$ 34,527	\$ 304,613	\$ 153,618	\$ 221,376	\$ 238,041	\$ 90,978	\$ 151,825	\$ 151,145	\$ 4,787,612	\$ 623,427	\$ 112,042	\$ 5,513,141

See Independent Auditor Report.

CREATIVES MARKET COUNCIL ON ALCOHOLISM
 Schedule of Program Services Expenses
 For the Year Ended June 30, 2016

Account	28 Day	30 Day	60 Day	90 Day	120 Day	150 Day	180 Day	210 Day	240 Day	270 Day	300 Day	330 Day	360 Day	Total
Advertising	393	419	1,095	654	200	200	200	200	200	200	200	200	200	3,142
Client Services	2,004	3,460	25,002	25,002	286	286	286	286	286	286	286	286	286	11,715
Client Meetings	251	428	894	894	91	91	91	91	91	91	91	91	91	3,057
Conferences and Conventions	302	302	302	302	302	302	302	302	302	302	302	302	302	3,612
Contract Services	199	199	199	199	199	199	199	199	199	199	199	199	199	2,387
Education	67,822	799	80,362	80,362	68	68	68	68	68	68	68	68	68	130,431
Employee Services	94,529	19,279	99,299	99,299	173	173	173	173	173	173	173	173	173	264,002
Food	79,074	9,274	56,293	56,293	293	293	293	293	293	293	293	293	293	99,899
Games and Party Rental	693	272	1,169	1,169	6	6	6	6	6	6	6	6	6	2,340
Hardware	190	7	361	361	6	6	6	6	6	6	6	6	6	1,859
Information Technology	632	2,179	9,262	9,262	6	6	6	6	6	6	6	6	6	12,529
Legal Fees	314	311	691	691	279	279	279	279	279	279	279	279	279	1,964
Miscellaneous	454	2	691	691	356	356	356	356	356	356	356	356	356	4,229
Nonreciprocal	54,637	14,326	77,464	77,464	521	521	521	521	521	521	521	521	521	190,224
Office Expense	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	52,139
Printing	29,549	42,063	47,079	47,079	30	30	30	30	30	30	30	30	30	87,273
Professional Services	10,260	4,596	19,701	19,701	87	87	87	87	87	87	87	87	87	60,290
Public Affairs	24,424	2,569	29,577	29,577	287	287	287	287	287	287	287	287	287	49,104
Real Estate	597	272	943	943	10	10	10	10	10	10	10	10	10	2,000
Research	19,591	192	32,903	32,903	149	149	149	149	149	149	149	149	149	67,899
Travel	14,082	19,591	20,203	20,203	16	16	16	16	16	16	16	16	16	67,899
Video Expenses	9,203	9,203	9,203	9,203	39	39	39	39	39	39	39	39	39	47,360
Food Program Services Expense	350,517	117,994	47,967	379,294	30,300	30,300	30,300	30,300	30,300	30,300	30,300	30,300	30,300	1,877,143
Business and Support	961	1,690	1,702	1,690	490	490	490	490	490	490	490	490	490	11,150
Staff Development	111	133	302	302	63	63	63	63	63	63	63	63	63	1,691
Staff Travel	499	1,146	3	1,146	326	326	326	326	326	326	326	326	326	7,953
Telephone	14,082	19,591	20,203	20,203	16	16	16	16	16	16	16	16	16	67,899
Utilities	19,591	192	32,903	32,903	149	149	149	149	149	149	149	149	149	67,899
Vehicle Expenses	9,203	9,203	9,203	9,203	39	39	39	39	39	39	39	39	39	47,360
Total Program Services Expense	684,977	241,103	66,934	624,123	152,239	2,144	6,650	49,009	10,600	2,255	199,543	240,612	101,194	3,072,545
Administrative	393	419	1,095	654	200	200	200	200	200	200	200	200	200	3,142
Client Services	2,004	3,460	25,002	25,002	286	286	286	286	286	286	286	286	286	11,715
Client Meetings	251	428	894	894	91	91	91	91	91	91	91	91	91	3,057
Conferences and Conventions	302	302	302	302	302	302	302	302	302	302	302	302	302	3,612
Contract Services	199	199	199	199	199	199	199	199	199	199	199	199	199	2,387
Education	67,822	799	80,362	80,362	68	68	68	68	68	68	68	68	68	130,431
Employee Services	94,529	19,279	99,299	99,299	173	173	173	173	173	173	173	173	173	264,002
Food	79,074	9,274	56,293	56,293	293	293	293	293	293	293	293	293	293	99,899
Games and Party Rental	693	272	1,169	1,169	6	6	6	6	6	6	6	6	6	2,340
Hardware	190	7	361	361	6	6	6	6	6	6	6	6	6	1,859
Information Technology	632	2,179	9,262	9,262	6	6	6	6	6	6	6	6	6	12,529
Legal Fees	314	311	691	691	279	279	279	279	279	279	279	279	279	1,964
Miscellaneous	454	2	691	691	356	356	356	356	356	356	356	356	356	4,229
Nonreciprocal	54,637	14,326	77,464	77,464	521	521	521	521	521	521	521	521	521	190,224
Office Expense	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	52,139
Printing	29,549	42,063	47,079	47,079	30	30	30	30	30	30	30	30	30	87,273
Professional Services	10,260	4,596	19,701	19,701	87	87	87	87	87	87	87	87	87	60,290
Public Affairs	24,424	2,569	29,577	29,577	287	287	287	287	287	287	287	287	287	49,104
Real Estate	597	272	943	943	10	10	10	10	10	10	10	10	10	2,000
Research	19,591	192	32,903	32,903	149	149	149	149	149	149	149	149	149	67,899
Travel	14,082	19,591	20,203	20,203	16	16	16	16	16	16	16	16	16	67,899
Video Expenses	9,203	9,203	9,203	9,203	39	39	39	39	39	39	39	39	39	47,360
Total	3,072,545	1,048,103	305,734	2,607,106	667,239	2,144	6,650	49,009	10,600	2,255	199,543	240,612	101,194	3,072,545
Administrative	393	419	1,095	654	200	200	200	200	200	200	200	200	200	3,142
Client Services	2,004	3,460	25,002	25,002	286	286	286	286	286	286	286	286	286	11,715
Client Meetings	251	428	894	894	91	91	91	91	91	91	91	91	91	3,057
Conferences and Conventions	302	302	302	302	302	302	302	302	302	302	302	302	302	3,612
Contract Services	199	199	199	199	199	199	199	199	199	199	199	199	199	2,387
Education	67,822	799	80,362	80,362	68	68	68	68	68	68	68	68	68	130,431
Employee Services	94,529	19,279	99,299	99,299	173	173	173	173	173	173	173	173	173	264,002
Food	79,074	9,274	56,293	56,293	293	293	293	293	293	293	293	293	293	99,899
Games and Party Rental	693	272	1,169	1,169	6	6	6	6	6	6	6	6	6	2,340
Hardware	190	7	361	361	6	6	6	6	6	6	6	6	6	1,859
Information Technology	632	2,179	9,262	9,262	6	6	6	6	6	6	6	6	6	12,529
Legal Fees	314	311	691	691	279	279	279	279	279	279	279	279	279	1,964
Miscellaneous	454	2	691	691	356	356	356	356	356	356	356	356	356	4,229
Nonreciprocal	54,637	14,326	77,464	77,464	521	521	521	521	521	521	521	521	521	190,224
Office Expense	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	4,364	52,139
Printing	29,549	42,063	47,079	47,079	30	30	30	30	30	30	30	30	30	87,273
Professional Services	10,260	4,596	19,701	19,701	87	87	87	87	87	87	87	87	87	60,290
Public Affairs	24,424	2,569	29,577	29,577	287	287	287	287	287	287	287	287	287	49,104
Real Estate	597	272	943	943	10	10	10	10	10	10	10	10	10	2,000
Research	19,591	192	32,903	32,903	149	149	149	149	149	149	149	149	149	67,899
Travel	14,082	19,591	20,203	20,203	16	16	16	16	16	16	16	16	16	67,899
Video Expenses	9,203	9,203	9,203	9,203	39	39	39	39	39	39	39	39	39	47,360
Total	3,072,545	1,048,103	305,734	2,607,106	667,239	2,144	6,650	49,009	10,600	2,255	199,543	240,612	101,194	3,072,545

See the Appendixes for further details.

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - (6/19)

[REDACTED]

Asst. Treasurer

- (Finance Committee)
- (Facilities Committee)
- (Executive Committee)

[REDACTED]

Thomas I. Arnold, III - (6/20)

[REDACTED]

[REDACTED]

Jack Balcom - (6/18)

[REDACTED]

- (Facilities Committee)

[REDACTED]

Vijay Bhatt - (6/20)

[REDACTED]

[REDACTED]

Vincent Chamberlain - (6/18)

[REDACTED]

- (Executive Committee)

[REDACTED]

Dr. Vijay Dav'e - (6/18)

[REDACTED]

- (HCC Oversight Committee)

[REDACTED]

Laurie Des Rochers - (6/18)

[REDACTED]

- (Facilities Committee)
- (Governance Committee)

[REDACTED]

Phil Duhaime - (6/20)

[REDACTED]

- (Chair, Governance Committee)
- (Executive Committee)

[REDACTED]

Jared Freilich - (6/20)

[REDACTED]

Treasurer

- (Chair, Finance Committee)

[REDACTED]

Laurie Goguen - (6/20)

[REDACTED]

Asst. Secretary

- (HCC Oversight Committee)

[REDACTED]

Nathan Goodwin - (6/19)

[REDACTED]

- (Governance Committee)
- (RDP Committee)

[REDACTED]

Joel Jaffe - (6/20)

[REDACTED]

Secretary

- (Executive Committee)

[REDACTED]

Lynn King - (6/19)

[REDACTED]

- (Chair, RDP Committee)
- (Executive Committee)

[REDACTED]

Ed McDonough - (6/19)

[REDACTED]

- (Governance Committee)

[REDACTED]

Naomi Moody - (6/19)

[REDACTED]

- (Ade Moody Annual Fundraising Campaign)

[REDACTED]

Rick Plante - (6/20)

[REDACTED]

- (Chair, Facilities Committee)
- (RDP Committee)

[REDACTED]

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

Dan Saffet - (6/20)

Chair of the Board
- (Finance Committee)



Trent Smith - (6/18)

Vice Chair
- (Chair Executive Committee)
- (Chair, HCC Oversight Committee)
- (RDP Committee)



MARY BETH LAVALLEY, M.A.

PROFESSIONAL EXPERIENCE

KEYSTONE HALL/GREATER NASHUA COUNCIL ON ALCOHOLISM

9/16 - present

Acting Vice President, 9/29/2017

Compliance/Quality Assurance Director

- ♦ Assume all duties of the Vice President that includes developing new and expanding existing services/programs by networking with other agencies. Also fosters relationships in the community, monitors and prepare budgets, supervises and evaluates directors, approves expenses, and other related duties. Responsible for the overall operations of the programs, facilities and staffing.
- ♦ Monitor all grant funded programs to ensure compliance including tracking and reporting data as specified by the funder.
- ♦ Ensure compliance with federal and state laws related to substance abuse treatment programs.
- ♦ Prepare data and narrative reports and analyze program metrics to determine ways to improve processes and procedures.
- ♦ Facilitate Clinical Billing team meetings.
- ♦ Oversee the CARF reaccreditation process including preparing plans, updating policies and procedures and ensuring that all programs meet CARF and state licensure requirements.
- ♦ Represent the agency on the Nashua/Integrated Delivery Network's full committee meetings.
- ♦ Develop policies and procedures to maximize billing.
- ♦ Develop and implement plans and protocols for new programs.

EASTER SEALS NH/FARNUM CENTER

Vice President, Substance Abuse Services

7/15 – 9/16

- ♦ Plan, develop and direct the implementation and on-going evaluation of inpatient and outpatient programs.
- ♦ Assist with reports on administrative, financial, professional and programmatic information and statistics.
- ♦ Develop policies and procedures for substance abuse programs.
- ♦ Conduct on-site reviews of all substance abuse programs. Ensure compliance with state and federal regulations as well as with CARF (Commission on the Accreditation of Rehabilitation Facilities).
- ♦ Establish and maintain positive effective relationships with public and private agencies in NH.
- ♦ Represent Easter Seals NH on the Region 4 Integrated Delivery Network (1115 Medicaid Waiver).
- ♦ Prepare a monthly dashboard for the Board of Directors.
- ♦ Provide consultation and facilitation for teams involved in strategic initiatives and priority projects.
- ♦ Assist with the implementation and oversight of budgets.
- ♦ Oversee the recruiting, hiring, training and performance of staff including consultants.

Exemplary Accomplishments:

- ♦ Secured a \$1.67 million infrastructure grant to expand substance abuse treatment services.
- ♦ Ensured agency programs and facilities were prepared for the CARF re-accreditation survey. Facilities awarded a 3-year accreditation.

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH

12/03 – 7/15

Director of Strategic Planning, 12/03-9/23/05

Vice President, Strategic Planning and Business Development; as of 9/25/06

- ♦ Researched and analyzed potential new business opportunities.
- ♦ Maintained the agency's dashboard, closely monitored the metrics and developed plans for improvement.
- ♦ Developed strategic plans for new business development that included marketing plans and financial projections.
- ♦ Oversaw education, consultation, research and behavioral health staffing contracts.

MARY BETH LAVALLEY, M.A.

2

- Supervised and provided direction, leadership and technical assistance to Strategic Planning Department staff.
- Attended Strategic Planning meetings of the Board of Directors, and provided monthly updates.
- Developed long-range plans for programs and services and evaluated their effectiveness.
- Served on the Executive Committee of the Manchester Sustainable Access Project (MSAP), a planning initiative of Healthy Manchester Leadership Council as well as on MSAP's Oral Health, Westside Neighborhood Health Center and Behavioral Health Integration Subcommittees. Served as Chairperson for the Oral Health and Behavioral Health Integration subcommittees.
- Represented the agency at community meetings and served on a number of collaborative.
- Oversaw the Mental Health First Aid Program including marketing in the community and maintaining data.
- Served as the chairperson for the agency's Marketing/Public Relations Committee four years.

Exemplary Accomplishments:

- Led the Oral Health Committee in efforts to select, purchase and implement an Electronic Dental Record for the three partnering agencies: Catholic Medical Center's Poisson Dental Clinic; Easter Seals' Dental Clinic; and the Manchester Health Department's school-based oral health program. Services expanded from serving kindergarten children to children at all of the Title IX schools in Manchester and establishing a dental clinic at Dartmouth-Hitchcock Manchester.
- Negotiated and secured behavioral health integration contracts with several area health care organizations expanding the availability of behavioral health services into community settings. Some of the agencies included Dartmouth-Hitchcock Manchester, Manchester Community Health Center/Child Health Services, and Easter Seals NH.
- Built an integrated Naturopathic Practice that increased from 4 hours a week to business requiring a Naturopathic Doctor 4 to 5 days a week. Secured a grant from the Ittleson Foundation to assist with marketing the program and documenting how to integrate naturopathic medicine in a behavioral health setting.
- Served on a statewide committee to develop a model for community mental health centers to serve as health homes.
- Established a satellite mental health clinic at Derry Medical Center.

PRIVATE CONSULTANT

summer / fall 2001; summer 2003

Assisted community coalitions to develop strategic plans and to secure grant funds. Prepared grant proposals and provided technical assistance regarding prevention programming.

LORETTO, Syracuse, NY

10/01 – 08/03

Director of Grant and Research Development

- Researched local, state and national funding sources to meet program and facility needs.
- Conducted needs assessments to identify resource needs and developed strategic plans for new programming.
- Prepared narrative and financial reports based on statistical information and other project information.
- Supervised the grant writer and administrative assistant.
- Prepared narrative and financial reports for funders and monitored programs and expenses for compliance.

Exemplary Accomplishments:

- Secured over \$3.0 Million in funds to enhance training programs, renovate facilities to the needs of the frail elderly, and to establish enhanced programs for the frail elderly and their caregivers.
- Created and implemented protocols to monitor program progress and ensure grant objectives, financial spend down and reporting requirements were met.
- Established excellent reputation among state and federal agencies, securing opportunities for future funding.

MARY BETH LAVALLEY, M.A.

3

Executive Director

- ♦ Developed programs, action plans, policies and direction for the promotion and education of substance abuse prevention and treatment in the City of Syracuse and Onondaga County.
- ♦ Monitored and evaluated effectiveness of projects.
- ♦ Served as liaison to local coalitions and chaired committees.
- ♦ Developed and monitored budgets.
- ♦ Hired, supervised, trained and evaluated staff.

Exemplary Accomplishments:

- ♦ Re-energized the Commission by securing members, establishing committees, developing a strategic plan, and securing federal grant funds to hire staff and expand programming.
- ♦ Secured approximately \$275,000 in funding.

SCOTTSDALE UNIFIED SCHOOL DISTRICT, Scottsdale, AZ

11/97 – 06/99

Prevention Specialist

Grant funded position through Title IV Safe and Drug Free Schools.

- ♦ Oversaw prevention programs at 29 schools.
- ♦ Monitored and distributed the district's prevention funds, responded to compliance issues, completed reports, and developed prevention plans.
- ♦ Managed expenditure of prevention funds, made recommendations on best practices, and evaluated results.
- ♦ Assisted in coordinating community responses to prevention by working with coalitions.

Exemplary Accomplishments:

- ♦ Developed and implemented training and structure of peer mediation and mentor programs.
- ♦ Created and established application process used by schools to obtain funds.

WILSON ELEMENTARY SCHOOL DISTRICT, Phoenix, AZ

12/96 – 10/97

Prevention Education Coordinator

Temporary position funded through the City of Phoenix Community Impact Initiative Grant.

- ♦ Developed, implemented and evaluated prevention education programs for high at-risk population.
- ♦ Coordinated prevention/early intervention activities of internal and external staff.
- ♦ Served as member of Student Assistance Team and the Wilson Community Coalition.
- ♦ Editor of *The Wilson Ways*, a monthly school newsletter.

Exemplary Accomplishments:

- ♦ Developed and established peer mediation and mentor programs.
- ♦ Established and maintained strong linkages with community organizations and businesses.

RAPPAHANNOCK AREA COMMUNITY SERVICES BOARD, Fredericksburg, VA

11/88 – 10/96

Director of Prevention/Public Information

- ♦ Developed, coordinated and evaluated research-based prevention programs.
- ♦ Created and maintained budgets and program statistics. Monitored progress and ensured funding source compliance.
- ♦ Served as Executive Director of Rappahannock Area Kids on the Block, Inc., a non-profit agency that educated youth on disabilities, differences and social concerns.
- ♦ Marketed Kids on the Block program, scheduled performances, and organized fund raising and promotional events.
- ♦ Promoted agency through organizing speakers' bureau, brochures, annual reports, quarterly newsletters, and special events.

Exemplary Accomplishments:

MARY BETH LAVALLEY, M.A.

4

- ◆ Expanded prevention department from one staff person to 14 through conducting a community needs assessment, developing a long-range plan and securing funds through grant writing.
- ◆ Developed and successfully implemented nine prevention programs dealing with substance abuse, drop out, violence, teen pregnancy, and child abuse and developmental disabilities.

EDUCATION

Texas Woman's University, Denton TX
M.A., School Health Education

Franklin Pierce University, Concord, NH
B.S., Business Management

University of Great Falls, Great Falls, MT
A.S., Computer Science

COMMUNITY/VOLUNTEER ACTIVITIES

- ◆ Volunteer organizer for the Out of the Darkness Walks in Portsmouth for 11 years
- ◆ Organize an annual Pampered Chef fundraiser to benefit a local animal shelter/rescue organization
- ◆ Volunteer at church with fundraisers, teaching religious education, greeting, and hospitality and have served as a Eucharistic Minister

REFERENCES

Kris McCracken, President/CEO, Manchester Community Health Center
[REDACTED]

Jane Guilmette, Vice-President of Quality Improvement & Corporate Compliance, The Mental Health Center of Greater Manchester
[REDACTED]

Marc Guillemette, Director of the Office of Catholic Identity, Catholic Medical Center
[REDACTED]

Arlene Robbins, Retired Chief Financial Officer, The Mental Health Center of Greater Manchester
[REDACTED]

Paul Mertzic, Executive Director Primary Care & Community Health Services, Catholic Medical Center
[REDACTED]

ALEXANDRA H. HAMEL, MA MLADC



Director of Residential Services
Milieu Supervisor

2012-present
2004-2012

Keystone Hall, Nashua, NH

- Oversee the daily operations of residential milieu
- Supervision of residential staff
- Maintain oversight of admissions, (past scheduling coordinator)
- Maintain effective communication with hospitals and government agencies
- Case manager as needed.
- Prepare monthly reports, maintaining state compliance with federal, state
And local regulations
- Screen, train and hire new staff
- Emergency On call

Interim Mentoring Coordinator
Intern

2002
2001-2002

Teen Resource Exchange, Derry NH

- Worked primarily with high school students with identified substance abuse problems, group work, prevention and outreach;
- Handled telephone screenings and initial assessments;
- Collaborated with Strengthening Families Program in community outreach

Substitute Teacher
Special Education Paraprofessional
Weare Middle School, Weare, NH

1998-2003
1999-2000

- Substitute teacher and academic paraprofessional for grades 5-8.

Special Education Secretary
Special Education Aide
John Stark Regional High School, Weare, NH

1984-1996

- Maintained special education records in compliance with state standards.
- Assistant to Special Education Director
- Scheduled appointments, typed educational and psychological evaluations
- Provide academic support for students with identified learning disabilities

EDUCATION

Antioch University, Keene, NH 2008
Masters of Arts: Counseling Psychology-concentration in addiction studies

New Hampshire Technical Institute, Concord, NH 2003
Associate of Science Addictions Counseling

St. Petersburg Junior College, St. Petersburg, FL 1974
Associate of Arts: General Studies towards degree in Education

Charlotte E. Trenholm, MSW, LICSW

Professional Experience

KEYSTONE HALL, GREATER NASHUA COUNCIL ON ALCOHOLISM

NASHUA, NH

Director of Intake Services

2015 – PRESENT

Senior management position coordinating all aspects of the client intake process, establishing and maintaining positive relationships with client, referral sources, responding to client requests and concerns, and managing the insurance verification and authorization processes.

- Establishing and maintaining excellent relationships throughout the state and communities the Agency serves.
- Maintains comprehensive working knowledge of Agency contractual relationships and ensures that patients are admitted according to contract provisions.
- Coordinates all daily client referral and intake operations.
- Assists with the implementation of improved work methods and procedures to ensure patients are admitted in accordance with policy.
- Ensures maximum third party reimbursement through participation in insurance verification and authorization processes.
- Provides feedback during strategic planning including identifying opportunities for additional or improved services to meet client needs.
- Maintains comprehensive working knowledge of community resources and assists referral sources in accessing community resources should services not be provided by Agency.
- Maintain compliance with all licensure, certification and other standards.
- Supervise staff working in the intake department. Perform staff job performance evaluations.
- Determine client eligibility for residential level of care based on ASAM criteria.
- Conduct client admission intakes, completing assessments and Ensures compliance with all state, federal, and referral/intake regulatory requirements for admission.

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER

MANCHESTER, NH

Clinical Case Manager, Family Intensive Treatment Team

2015

Clinical Case Manager within the Child & Adolescent Services Department at the largest provider of behavioral health services in New Hampshire, The Mental Health Center of Greater Manchester. Providing intensive level of care counseling to a caseload of 20 -25 clients ranging in age from 5- 19 years old.

- Provided community and home-based clinical services to clients, conducting individual and family therapy sessions.
- Linkage to and consultation with community resources on the behalf of clients and their families.
- Worked collaboratively with families, school officials, NH Department of Health and Human Service workers and various community agency representatives as appropriate for coordination of care.
- Attendance and advocacy for children and families at school meetings and treatment team meetings with collaterals when clinically appropriate for the client and family.
- Responsible for on time completion of Medicaid approved individual service plans, care plans, and quarterly reports. Completed annual assessments, CAFAS and Medicaid / Private Insurance eligibility reports.
- Attend weekly clinical supervision, weekly team meetings with department psychiatrist and monthly staff meetings.

WEBSTER HOUSE

MANCHESTER, NH

Assistant Director / Treatment Coordinator**2011- 2015**

Assistant Director and Treatment Coordinator of a private, non-profit residential program for youth between 8 and 18 who are unable to live at home for various reasons. The program's focus is on development of physical, social, personal, and family growth.

- Responsible for overseeing all program, resident and staff needs, in the absence of the Executive Director to ensure compliance of state mandated regulations and program policies.
- Review referrals, interviewed potential residents and oversee the intake process of new residents upon acceptance into the program.
- Conducted psychosocial assessment for new residents, develop Medicaid approved treatment plans, facilitate treatment team meetings and complete discharge summaries and exit treatment plans for residents in accordance of state regulations.
- Provided individual and group therapy to adolescents with emotional and behavioral issues as well as facilitated family counseling sessions.
- Demonstrated an ability to interpret behavioral/emotional responses in order to resolve a crisis with a resident
- Maintained case files and compiled annual statistical data of residents
- Supervised 2 social workers and 4 to 5 child care workers daily, encouraged effective teamwork among them.
- Responsible for reviewing, editing and signing off on monthly progress reports and court reports of Social Workers to ensure excellence in communication and meeting of program and DHHS standards
- Co-facilitate bi-monthly staff meetings, attend monthly peer supervision and weekly clinical supervision
- Attended monthly peer supervision meetings with the DHHS Program Specialist and residential treatment coordinators throughout the state. Actively participated on the subcommittee organized by the Program Specialist to develop the current New Hampshire, Medicaid approved, regulations and guidelines for child and adolescent residential programs.

CHILD AND FAMILY SERVICES INC.**MANCHESTER, NH****Clinical Supervisor, Integrated Home Based Program (IHB)****2010-2011**

Provide clinical supervision and administrative support to per diem IHB family therapists.

- Provide therapists with scheduled and emergency clinical consultation to counsel and teach, offer support, feedback and help workers obtain advanced clinical skills necessary to meet ethical and professional standards
- Responsible for reviewing, editing and signing off on assessments, care plans and monthly summaries of family therapist to ensure excellence in communication and meeting of agency and DHHS standards
- Responsible for verifying and approving per diem payroll sheets through review of collaborating documents and submitting forms to accounting for payment
- Assist in the orientation of new employees with regard to record compliance and paperwork

Family Therapist, Integrated Home Based Program (IHB)**2004-2011**

Provide court ordered, team approach direct services to children and families within their home and the community following referral from the DJJS Juvenile Probation and Parole Officer or DCYF Child Protective Service Worker of the identified client.

- Conduct family bio-psychosocial intake assessments, treatment planning, family therapy sessions, case management and after care planning
- Work collaboratively with families, school officials, Juvenile Probation and Parole Officers and Child Protection Service Workers
- Attendance and advocacy for children and families at school meetings, court hearings and treatment team meetings with collaterals
- Responsible for on time completion of written assessments, care plans, monthly summaries, and court reports. Maintain organized, precisely documented case files
- Collaborate with caseworkers to coordinate service provision to families
- Attend weekly clinical supervision, regular staff meetings and monthly peer supervision
- Facilitated a weekly skills development group for adolescent girls

ARBOUR COUNSELING SERVICES**LAWRENCE, MA****Per Diem Staff Therapist****2004-2005**

Outpatient clinician at a community mental health office, carrying a caseload of 5-8 clients ranging in age from 12 – 55 years old.

- Perform diagnostic evaluations of client functioning in conducting initial clinical assessments
- Formulate individual client treatment plans
- Provide individual, group, family, and other clinical and diagnostic interventions to clients with differing DSM-IV diagnoses

Therapist - Advanced Clinical Internship

2003-2004

Internship at an outpatient mental health office, carrying a caseload of 8-12 clients ranging in age from 12 – 55 years old.

- Perform diagnostic evaluations of client functioning in conducting initial clinical assessments
- Formulate individual client treatment plans
- Provide individual, group, family, and other clinical and diagnostic interventions to clients with differing DSM-IV diagnoses

CENTER FOR EATING DISORDER MANAGEMENT

BEDFORD, NH

Group facilitator - Clinical Internship

2002-2003

Internship at a multidisciplinary treatment center for individuals with Eating Disorders.

- Developed and facilitated a weekly Eating Disorder support group for inmates at the NH State Prison for Women
- Conducted new client bio-psycho-social intake assessments
- Co-facilitated a weekly community support group for people with Eating Disorders, their families & friends

HAMPSTEAD HOSPITAL

HAMPSTEAD, NH

Mental Health Counselor

1999-2003

Full time counselor on a 20 bed, secure psychiatric unit offering services to youth ranging in age from 6 years old to 14 years old.

- Milieu management
- Collaborated with a multidisciplinary team to provide case management and treatment planning for inpatient and partial day patient clients.
- Documented daily progress notes on patients
- Facilitated therapeutic groups emphasizing behavior modification , as well as violence prevention
- Assisted patients in enhancing their social skills and self esteem
- Educated and reinforced effective coping skills

CHILD AND FAMILY LEARNING CENTER

JACKSONVILLE, NC

Case manager

1999

Casework with children with physical and/or learning disabilities. Clients were primarily children with autism.

Responsibilities included providing services outlined in service agreement, attending staff meetings and training.

Submitted daily progress notes, maintained communication with clinical director and case manager.

- Utilized materials and activities to assist in achieving outcomes outlined in service plan
- Assisted clients and family in daily routine to enhance capabilities and development
- Engaged in role playing and redirection to improve social and verbal skills

COURT APPOINTED SPECIAL ADVOCATES OF NH, INC.

MANCHESTER, NH

Guardian ad Litem

1995-1997

Court appointed volunteer to serve as Guardian ad Litem for neglected and abused children in the State of New Hampshire. Responsibilities included client advocacy, case management, court documentation, and liaison between court and family.

- Developed trusting relationship with children to best determine their current needs
- Maintained accurate and thorough documentation for the court and state
- Established communication between court, family, attorneys, state, and CASA
- Participated in media activities to enhance public awareness and volunteerism

Education

UNIVERSITY OF NEW HAMPSHIRE

MANCHESTER, NH

Masters in Social Work

Bachelor of Arts Degree in Psychology

NEW HAMPSHIRE TECHNICAL INSTITUTE

CONCORD, NH

Associate of Science Degree in Accounting

Regularly participate in continuing education seminars focusing on issues effecting youth and the mental health community

Professional Associations

National Association of Social Workers - member since 2003

NH Disaster Behavioral Health Response Team (DBHRT) - team member since 2008

Jaime Nicole Gormley

Education

Master of Arts in Social Work

2008 University of New Hampshire Manchester, NH

- 3.66 Cumulative GPA

Bachelor of Arts in Psychology w/ minor in Elementary Education

2003 Western New England College Springfield, MA

- 3.65 Cumulative GPA, Deans List all semesters
- Psi Chi National Honor Society and Mortar Board National Honor Society

Professional Licenses

Licensed Independent Clinical Social Worker – November 22, 2010

Master Licensed Alcohol and Drug Counselor – January 14, 2010

Social Work Experience

Director of Residential Services – Keystone Hall

Nashua, NH – October 2017- present

- Manages the total operation of Residential programs
- Supervise 30 Support Staff and 6 clinical staff members
- Provide supervision to all employees on a weekly basis
- Ensure appropriate maintenance of residential areas, adhering to building routines and health/safety standards.
- Provide written evaluation of staff according to agency policies and procedures.
- Develop and approve job descriptions for all parties within the residential division.
- Identifies recruitment needs and establishes position requirements per regulatory requirements
- Maintain compliance with all licensure, certification and other standards.
- Screen, train, and supervise existing and new staff to develop and build an effective organization

Outpatient Coordinator- Keystone Hall

Nashua, NH – November 2016-October 2017

- Perform individual and co-occurring counseling to individuals
- Complete LADC evaluations and Adult Intake Assessments
- Provide clinical supervision to outpatient staff and LADC eligible staff
- Verify insurances and review billing to insurance companies and BDAS
- Oversee programmatic policies and procedures
- Comply with CARF requirements with chart audits and safety evacuations
- Oversee and complete SBIRT procedures for Safe Station clients
- Supervise grant funded Open Doors program and meet with clients individually for counseling
- Participate in forums to educate and advocate for Substance Use Disorder Funding

- **Conducted home visits on children in the states care to support foster families**
- **Supervised visits between in care children and biological parents**

PETER J. KELLEHER, CCSW, LICSW
45 High Street
Nashua, NH 03060

PROFESSIONAL EXPERIENCE

- 2006-Present** President & CEO, Southern NH HIV Task Force
- 2002-Present** President & CEO, GNCA, Inc. Nashua, NH
- 1997-Present** President & CEO, Healthy At Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
- 1995-Present** President & CEO, Welcoming Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor Homes, Inc., Nashua, NH
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a \$10,000,000 operating budget; proposal development resulting in more than \$3,000,000 in grants annually; oversight of 350 management and direct care professionals.
- 2003-2006** Consultant
Providing consultation and technical assistance throughout the State to aid service and mental health organizations.
- 1980 - 1982** Real Estate Broker, LeVaux Realty, Cambridge, MA
Successful sales and property management specialist.
- 1979 - 1980** Clinical Coordinator, Task Oriented Communities, Waltham, MA
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** Faculty, Middlesex Community College, Bedford, MA
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA
Major responsibilities consisted of psycho-educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

- 1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

- 1979 Licensed Real Estate Broker - Massachusetts
- 1989 Academy of Certified Social Workers - NASW
- 1990 Licensed Independent Clinical Social Worker - Massachusetts
- 1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

- 1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

- 1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
- 1990 - 1991 Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

MEMBERSHIPS

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
Former Chair, Greater Nashua Continuum of Care
National Association of Social Workers
Board Member, Greater Nashua Housing & Development Foundation, Inc.
Former Member, Rotary Club, Nashua, NH

Patricia A. Robitaille, CPA

TEL:

PROFILE

- 14 years experience in Public Accounting
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

PROFESSIONAL EXPERIENCE

Jan. 2009-Present *Vice President of Finance* Hether Homes, Inc. and Affiliates

Jan. 2007 – Oct. 2008 *Audit Manager* Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to \$200 million
- Assisted as manager of audits for public corporations with revenues up to \$400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007 *Audit Supervisor* Nelson Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting
- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1993 – 1997 *Accounting/Office Manager* Hammer Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversight accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterly and year-end reporting

EDUCATION

1988-1991 River College, Nashua, NH - Bachelor of Science, Accounting

OTHER ACHIEVEMENTS

Licensed Certified Public Accountant in the State of New Hampshire
Member of the New Hampshire Society of Certified Public Accountants
Member of the American Institute of Certified Public Accountants

SOFTWARE EXPERIENCE

Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Greater Nashua Council on Alcoholism

Name of Program/Service: Substance Use Disorder Treatment and Recovery Support Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Mary Brth LaValley-VP of Operations	\$125,000	0.00%	\$0.00
Alexandra Hamel-Director of Programs	\$70,000	0.00%	\$0.00
Charlotte Trenholm-Director of Intake Services	\$75,000	0.00%	\$0.00
Jaime Gormley-Director of Residential Services	\$75,000	0.00%	\$0.00
Peter Kelleher-President and CEO	\$193,032	0.00%	\$0.00
Patricia Robitaille-VP of Finance	\$150,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
- 4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
- 5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 9, in its entirety.

The rest of this page left intentionally blank.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

[Signature]
Katja S. Fox
Director

Headrest

6/27/18
Date

[Signature]
Name: CAMERON J FORD
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 27th June 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Eric Harbeck Jr, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: ERIC C. HARBECK JR., Notary Public
State of New Hampshire
My Commission Expires February 1, 2022



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/3/18
Date

Rebecca W. Ross
Name: *Rebecca W. Ross*
Title: *Sr. Assist. Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

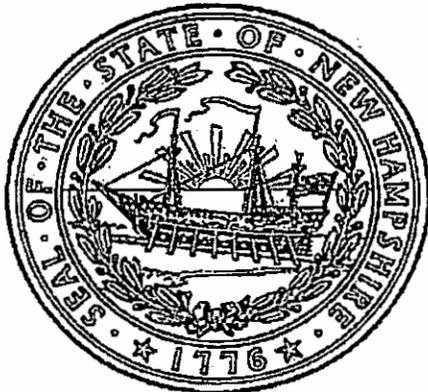
**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61466

Certificate Number : 0004103904



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, J. ANDREW DAUBENSPECK, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of HEADREST.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on JUNE 27th 2018.
(Date)

RESOLVED: That the EXECUTIVE DIRECTOR
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of June, 2018.
(Date Amendment Signed)

4. CAMERON FORD is the duly elected EXECUTIVE DIRECTOR
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

J. Andrew Daubenspeck
(Signature of the Elected Officer)

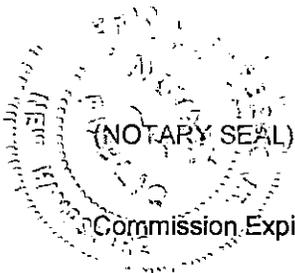
STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 27 day of June, 2018.

By J. Andrew Daubenspeck.
(Name of Elected Officer of the Agency)

Eric Harbeck Jr.
(Notary Public/Justice of the Peace)



ERIC C. HARBECK JR., Notary Public
State of New Hampshire
My Commission Expires February 1, 2022

Commission Expires: _____



HEADING-01

PSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A. B. Gile, Inc. PO Box 66 Hanover, NH 03755	CONTACT NAME: PHONE (Ac. No, Ext): (603) 643-4540	FAX (Ac. No.): (603) 643-6382
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Insurance Co.		
INSURER B: Liberty Mutual Ins. Co.		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Headrest, Inc.
 14 Church Street
 Lebanon, NH 03766

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability			PHPK1685622	07/15/2017	07/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1685627	07/15/2017	07/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			PHUB593657	07/15/2017	07/15/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5-315336377027	07/15/2017	07/15/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Covered States - 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

State of New Hampshire
 DHHS
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

HEADREST INC. MISSION STATEMENT

“We are dedicated to assisting anyone currently dealing with a substance use disorder, experiencing a crisis, or needing support, by providing effective programs and treatment regardless of ability to pay”

HEADREST, INC.

AUDITED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2017 AND 2016

CONTENTS

	Page
INDEPENDENT AUDITORS' REPORTS	
FINANCIAL STATEMENTS	1 - 2
FINANCIAL STATEMENTS:	
Statements of Financial Position	3 - 4
Statements of Activities	5
Statements of Cash Flows.....	6
Notes to Financial Statements	7 -10
SCHEDULES:	
Statement of Functional Expenses	11

**WHEELER, RING,
DOLAN & DUPUIS, P.C.**

CPA

INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire 03766

We have audited the accompanying financial statements of Headrest, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

-1-

Opinion

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.

Manchester, N. H. 03104
December 26, 2017

HEADREST, INC.
 STATEMENTS OF FINANCIAL POSITION
 JUNE 30, 2017 AND 2016

Assets	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash	\$ 54,698	\$ 48,484
Accounts Receivable	45,624	84,943
Prepaid Expenses	<u>5,456</u>	<u>3,829</u>
Total Current Assets	\$ <u>105,776</u>	\$ <u>137,256</u>
Assets Limited as to Use	\$ 26,184	\$ 51,127
PROPERTY AND EQUIPMENT		
Land	\$ 19,010	\$ 19,010
Building Improvements	229,467	229,467
Furniture, Fixtures and Equipment	<u>146,687</u>	<u>159,466</u>
	\$ 395,164	\$ 407,943
Less accumulated depreciation	<u>307,563</u>	<u>312,921</u>
Total Property and Equipment	\$ <u>87,601</u>	\$ <u>95,022</u>
OTHER ASSETS, loan origination fee, net of Amortization 2017 and 2016	<u>754</u>	<u>881</u>
TOTAL ASSETS	\$ <u>220,315</u>	\$ <u>284,286</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
 STATEMENTS OF FINANCIAL POSITION
 (Continued)
 JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	\$ 6,483	\$ 2,614
Notes payable and current portion of Long-Term Debt	8,189	9,047
Accrued payroll and related expenses	<u>33,156</u>	<u>22,694</u>
Total Current Liabilities	\$ 47,828	\$ 34,355
LONG-TERM DEBT, net of current portion	<u>55,149</u>	<u>63,162</u>
Total Liabilities	\$ <u>102,977</u>	\$ <u>97,517</u>
NET ASSETS		
Unrestricted net assets	\$ <u>117,338</u>	\$ <u>186,769</u>
TOTAL LIABILITIES AND NET ASSETS	\$ <u>220,315</u>	\$ <u>284,286</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
 STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
 YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
REVENUE AND SUPPORT		
State contracts	\$ 283,344	\$ 278,599
Local government grants	100,684	105,232
Private foundations	35,000	25,799
United Way	10,602	21,448
Service fees	191,395	262,714
Contributions	126,707	109,206
Interest and dividend income	<u>84</u>	<u>109</u>
Total Revenue and Support	<u>\$ 747,816</u>	<u>\$ 803,107</u>
EXPENSES		
Program Services:		
Outpatient	\$ 468,991	\$ 454,553
CMRD	<u>192,731</u>	<u>193,539</u>
Total Program Services	<u>\$ 661,722</u>	<u>\$ 648,092</u>
Supporting Services:		
General and Administrative	\$ 138,586	\$ 126,453
Fundraising	<u>16,939</u>	<u>16,456</u>
Total Supporting Service	<u>\$ 155,525</u>	<u>\$ 142,909</u>
Total Expenses	<u>\$ 817,247</u>	<u>\$ 791,001</u>
Increase (Decrease) in Unrestricted Net Assets	(69,431)	12,106
Unrestricted Net Assets, beginning of year	<u>186,769</u>	<u>174,663</u>
Unrestricted Net Assets, end of year	<u>\$ 117,338</u>	<u>\$ 186,769</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
 STATEMENTS OF CASH FLOWS
 YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in Net Assets	\$(69,431)	\$ 12,106
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	8,959	9,089
Changes in Operating Assets and Liabilities:		
(Increase) Decrease in assets limited as to use	24,943	81,626
(Increase) Decrease in accounts receivable	39,319	(40,181)
(Increase) Decrease in prepaid expenses	(1,627)	(3,829)
Increase (Decrease) in accrued expenses	<u>14,571</u>	<u>(19,722)</u>
Net Cash Provided by Operating Activities	\$ <u>16,734</u>	\$ <u>39,089</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets	(1,651)	(13,728)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term notes payable	(8,871)	(8,698)
Net Increase (Decrease) in Cash	\$ 6,212	\$ 16,663
Cash at Beginning of Year, unrestricted	<u>48,484</u>	<u>31,821</u>
Cash at End of Year, unrestricted	<u>\$ 54,696</u>	<u>\$ 48,484</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid during the years for interest	\$ <u>3,107</u>	\$ <u>3,170</u>

See Independent Auditors' Report and Notes To Financial Statements

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 1 – NATURE OF ORGANIZATION

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the use of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Headrest is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of Headrest's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Headrest have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117, Headrest is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Headrest, Inc. currently has \$117,338 and \$186,769 unrestricted net assets as of June 30, 2017 and 2016, respectively.

Temporary restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. Headrest, Inc. currently has no temporarily restricted net assets as of June 30, 2017 and 2016, respectively.

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. Headrest, Inc. has no permanently restricted net assets as of June 30, 2017 and 2016.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Headrest considers all short-term investments with an original maturity of three months or less to be cash equivalents. At June 30, 2017 and 2016 there were no cash equivalents.

Assets limited as to use

Assets Limited as to Use represent board-designated assets for capital expenditures and reserves amounting to \$26,184 and \$51,127 at June 30, 2017 and 2016. Assets limited to use consist of cash and cash equivalents however these amounts have not been included in cash and cash equivalents for cash flow purposes.

Allowance for doubtful accounts – Headrest considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted or temporarily restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, Headrest reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Headrest reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty- nine years and for furniture and fixtures three to seven years.

Public support and revenue – All contributions are considered to be available or unrestricted use unless specifically restricted by the donor.

HEADREST, INC.
 NOTES TO FINANCIAL STATEMENTS
 YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501©(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more –likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization’s financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2017.

Donated services and materials - Donated supplies and equipment are reflected as contributions in the accompanying financial statements at their estimated fair market values.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – LINE OF CREDIT

The Organization has a \$50,000 line of credit with a local bank through January 30, 2018, collateralized by all assets, with interest at Wall Street Journal prime. There was no outstanding balance at June 30, 2017 or 2016.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:	June <u>2017</u>	June <u>2016</u>
Mortgage note payable with bank with interest at 4% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of \$982, secured by all assets of the organization.	\$ <u>63,338</u>	\$ <u>72,209</u>
Less current maturities	<u>8,189</u>	<u>9,047</u>
Long-term debt, less current maturity	<u>\$ 55,149</u>	<u>\$ 63,162</u>

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT (CONTINUED)

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

Year Ending <u>June 30</u>	
2018	\$ 8,189
2019	9,439
2020	9,996
2021	10,586
2022	11,211
Thereafter	<u>13,917</u>
Total	<u>\$ 63,338</u>

NOTE 5 – COMPENSATED ABSENCES

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2017 and 2016 were \$23,091 and \$17,856 respectively. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 6 – MAJOR GRANTORS

A Substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2017 and 2016 revenue from the contract was approximately 30% and 27%, respectively of total revenue.

NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through December 26, 2017, the date which the financial statements were available to be issued.

HEADREST, INC.
 STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JUNE 30, 2017
 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2016

	Program Services			Supporting Services		Total Support Services	Combined Total 2017	Corr T
	Outpatient	CHRD	Total Program Services	General & Administrative	Fund Raising			
Personnel	\$360,971	\$118,487	\$479,458	\$41,801	\$13,446	55,247	\$534,705	\$4
Fringe benefits	32,196	10,569	42,765	3,728	1,200	4,928	47,693	
Payroll taxes	27,293	8,959	36,252	3,161	1,015	4,176	40,428	
Billing Services	-	-	-	30,855	-	30,855	30,855	
Professional fees	-	-	-	25,850	-	25,850	25,850	
Insurance	16,491	5,414	21,905	1,909	613	2,522	24,427	
Occupancy	6,359	10,665	17,023	3,487	-	3,487	20,510	
Consultants	8,899	2,748	11,647	6,565	-	6,565	18,212	
Repairs and maintenance	5,551	9,312	14,863	3,043	-	3,043	17,906	
Food	-	13,286	13,286	-	-	-	13,286	
Depreciation	2,778	4,658	7,436	1,523	-	1,523	8,959	
Supplies	3,003	2,235	5,238	3,679	-	3,679	8,917	
Communications	919	2,235	3,154	2,113	-	2,113	5,267	
Travel	2,703	203	2,906	1,866	-	1,866	4,772	
Marketing	-	-	-	3,839	-	3,839	3,839	
Interest	951	1,631	2,582	524	-	524	3,106	
Professional development	878	217	1,095	1,530	-	1,530	2,625	
Laundry	-	2,112	2,112	-	-	-	2,112	
Membership dues and fees	-	-	-	2,003	-	2,003	2,003	
Printing and reproduction	-	-	-	1,110	665	1,775	1,775	
Miscellaneous	-	-	-	-	-	-	-	
	<u>\$468,991</u>	<u>\$192,731</u>	<u>\$661,722</u>	<u>\$138,586</u>	<u>\$16,939</u>	<u>\$155,525</u>	<u>\$817,247</u>	<u>\$7</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST BOARD OF DIRECTORS 2017-2018

Laurie Harding, President

Harrison Drinkwater, Vice President

Paul Guidone, Treasurer

Andrew Daubenspeck, Secretary

Karen Borgstrom

John Creagh, Immediate Past President

Perry Eaton

John C. Ferney

James Larrick

David McGaw

Carol Olwert

Charlotte Sanborn

John Vansant

Cameron Ford

EDUCATION

B.S. degree, Organizational Management, Daniel Webster College, Nashua, NH
Certificate, Human Services, NH Technical College, Manchester, NH

PROFESSIONAL EXPERIENCE

April 2017- Present

Executive Director, Headrest Inc.

Headrest is a non-profit community organization focusing on addiction and crisis assistance since 1971. Services include 24 hour Hotline, Outpatient Counseling, a Transitional Living program, and Outreach and Community Education.

I provide leadership and direction as the senior executive to the organization. Responsible for monitoring the quality and effectiveness of the agency programs and services, and provide effective leadership in the operations of the organization. Serve as a liaison for the agency within the community. Responsible for the overall financial health of the organization. Maintain oversight and compliance with state, federal and grant funding. Collaborate with other agencies to provide efficient services.

August 2015 to Present-

Founder, CEO Iron Heart Gateways to Success

Iron Heart is a non-profit dedicated to helping Veterans and people facing barriers to employment find and maintain living wage jobs with sustainability opportunities. As co-founder of this organization, I am committed to every individual that comes through the door to help them make life changing choices regarding employment, financial literacy and education.

February 2014 to June 2015-

Executive Director, Granite Pathways

Granite Pathways is a peer-support, self-help community that provides hope and dignity to adults with mental illness. The mission of Granite Pathways is to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, rewarding achievements, and meaningful relationships. It does that by following the certification standards of the International Center for Clubhouse Development (ICCD), which define an evidence-based model of rehabilitation that achieves superior employment and recovery outcomes.

- *Responsible for the overall management of the organization including staff development, strategic planning, fiscal management, and growth.*
- *Maintain stakeholder relationships, Establish, developed, and maintained collaborative relationships with foundations and funding sources*

- Increased membership at the clubhouse by 40%
- Increased number of employed members by 60%
- Completed training at an ICCD certified training Center (Genesis, Worcester Mass.)

February 2004 to March 2013-

Executive Director, MY TURN Inc.

The MY TURN program provides services to approximately 800 students per year through both in school and out of school programs. The programs provide educational advancement opportunities, dropout prevention, and include services such as community service learning, tutoring and study skills, employment skills training, mentoring, college preparation, leadership, and guidance and counseling. The majority of funding for the organization is through WIA funds in partnership with local workforce boards. My position initially covered the NH region until I was promoted in 2011 to manage the entire organization.

- *Administered and oversaw the growth and fiscal management and operations of the MYTURN Organization in New Hampshire and Massachusetts. Responsibilities included Board Development, Strategic planning, fundraising and program development. Position reported to the CEO.*
- *Established, developed, and maintained collaborative relationships with foundations, workforce boards and funding sources, and high demand labor market industries.*
- *Successfully expanded the marketing of the program to and created partnerships with schools, community colleges, Chambers of Commerce, local civic organizations, state vision teams and economic development groups.*
- *Explored and developed sustainable avenues for funding and for the growth and continuous improvement of the MY TURN programs through financial collaborations with schools and higher education entities, grant writing, and responding to RFP's*
- *Managed and motivated 18-20 staff throughout the region including all aspects of human resources.*
- *Responsible for Regional Board Development, Strategic planning, fundraising and program development. Position reports to the CEO.*

Oct 1994-April 2004-

Work Opportunities Unlimited Inc., Director of Youth Development

- *Oversaw the operation of the Youth Career Program for adjudicated youth that included peer and family groups, career focused jobs for youth, adventure-based activities such as hikes, camping trips, deep-sea fishing, and experiential based group activities. This program was highly regarded in New England as an alternative to placement for adjudicated youth. During my leadership, this program averaged a 9% recidivism rate.*
- *Created and established new state marketing to funding sources and industry, development and implementation of the Youth Career Program that assisted*

adjudicated and at risk youth in Workforce Development and youth development activities. Trained new directors and staff. Contributed to the strategic plan process for growth of the youth programs within the organization and developed strategies for expansion into new states. During my leadership, this program received recognition as a Promising Effective Practices Program from the National Youth Employment Coalition in Washington DC

- *Responsible for the management of five offices in N.H. and the supervision of as many as 18 staff. Directly involved in hiring of staff, training and support, and program growth. Developed and consistently exceeded yearly program recruiting, operational and financial goals through a strategic planning process.*

March 1991-Oct 1994-

Work Opportunities Unlimited Inc. Concord N.H. Employment Representative

- *Responsible for job development activities for youth and adults with disabilities. Worked with Counselors from Vocational Rehabilitation, Area Agencies and local schools. Carried a caseload of 45 clients that included adults and youth from schools and the Youth Development Center. Maintained an 80% success rate for placements.*

Volunteer Associations-

- *Co-Chair, Manchester Continuum of Care*
- *Past Board Chair, Girls at Work, Non-Profit Organization that engages girls in non-traditional work experiences, with emphasis on the construction field*
- *Queen City Rotary Club*
- *Board of Directors, Helping Hands, Manchester NH*

Achievements/Awards-

- *St. Anselm College Presidents' Community Partner Award*
- *"Entrepreneurship101Award" National Consortium for Entrepreneurship Education*
- *National Youth Employment Coalition's New Leaders Academy Class of 2000.*

Certifications-

- *National Foundation for Teaching Entrepreneurship*
- *CESP, Nationally Certified Supported Employment Support Professional*
- *Clubhouse Administrative Training Certification. 2015, Genesis, Worcester Mass.*

References- Available upon request

M. KATHLEEN RUSSO BS, LADC, LCS

Substance Abuse Counseling

Clinical Director, HEADREST: Lebanon, NH; Supervision of Low-Intensity Residential Treatment program, Supervision of Outpatient services, Development of new licensed counselors, expanding Substance Abuse Services in the Upper Valley, August 2016 to present.

Independent Contractor: September 2006 to present.

- **Outpatient Therapist:** RTT Associates, Concord, NH, Facilitating forensics group, working with Federal and State probation/parole clients, case management, conducting evaluations and outpatient substance abuse counseling. Part-time, January-07 to February 2011.
- **New Hampshire Technical Institute:** Adjunct Instructor, taught Group Counseling and Psychopharmacology, Spring 2007
- **Clinical Supervisor:** Keystone Hall Nashua, NH, 8-10 hours per week providing clinical supervision to counselors working toward licensure. Working in the crisis intervention/ sobriety maintenance program. Member of treatment team and liaison with administration. Monitored for compliance with state regulations. June 2006 – March 2007
- **Private Practices:** Nashua location for five years, part-time. Working with referrals from attorney's offices, DWI counseling and aftercare, Department of Transportation evaluations, consultation with families to assist with interventions as well as group counseling. Tilton private practice since July 2006, with similar clientele. Managing business budget for five years. Closed Nashua office in March 2008. Currently in Private Practice in Tilton, NH.

Director of Rehabilitation Services: Harmony First, Bedford, NH, October 2000 to September 2006
Developed and implemented a successful Intensive Outpatient treatment program for Harmony First, Bedford, NH. Provided IOP services, group and individual therapy. Assessed patients for placement in Outpatient Detoxification services with medical staff at this location. Provided treatment planning and case management to all patients. Facilitated Family Education Groups to complement this program. Provided utilization reviews with insurance companies, sharing clinical information for reimbursement. Responsible for fielding crisis intervention calls for placement into detoxification and treatment services. Provided families and loved ones with intervention services and referrals.

Outpatient Therapist, Birchwood Counseling, Nashua, NH October 1998 to October 2001
Conducted group therapy, individual therapy and evaluations. Worked with Community Alcohol Information program clients and other referral agencies to assist with DWI aftercare requirements, provided substance abuse services for referrals from Department of Child and Family Services.

Clinical Supervisor: Roxie Avenue Rehabilitation Center and Treatment Alternatives to Street Crimes, Cumberland County Mental Health Center, and Fayetteville, NC -- 1996-1997
Provided clinical supervision for in-patient detoxification crisis stabilization center, provided clinical supervision to Criminal Justice Intensive Outpatient Treatment Program, Treatment Alternatives to Street Crimes, Cumberland County Mental Health, Facilitated Dual Diagnosis outpatient treatment groups, provided consultation services to Intensive Probation and Parole, State of North Carolina. Provided Consultation services to Day Reporting Center, Cumberland County, NC. Lead Clinical Substance Abuse Counselor for high-risk treatment cases, provided In-service training and staff development training.

Chemical Dependency Counselor, Locked and Open Acute Psychiatric Units; Cape Fear Valley Medical Center, Fayetteville, NC October 1992- March 1996

Coordinated and provided Education and Consultation services for open and locked inpatient psychiatric units. Provided Consultation services in a County Medical Center to medical/surgical, labor/delivery, orthopedics and GYN patients for the hospital physicians. Provided Education and Consultation services to Adolescents in a Sexually Troubled Youth Program, provided Substance abuse counseling and case management services for a Residential Treatment Program inpatient psychiatric/acute care program. Responsible for case management and discharge planning of all patients in all hospital programs.

Employee Assistance Program Counselor: Cape Fear Valley Medical Center, Fayetteville, NC
Responsible for identification and assessment of performance based personnel problems and chemical dependency issues as an Employee Assistance Program Counselor.

Clinical Supervisor: Cape Fear Valley Treatment Center, Fayetteville, NC
Developed and implemented Quality Assurance Improvement program for an Intensive Outpatient Treatment program. Supervised an outpatient treatment staff of five providing direct patient care.

Coordinator: Pain Management, Inpatient Services, Cape Fear Valley Medical Center
Coordinator of services for an Inpatient Pain Management Treatment Program
Facilitated multi-family, couples and women's groups, provided individual therapy
Facilitated Aftercare and Relapse Prevention groups.

Chemical Dependency Counselor: Tripler Army Medical Center, Department of Psychiatry, Schofield Barracks, HI 1988-1992

Provided social work, psychological treatment and consultation services to Alcohol and Drug dependent; military, civilian personnel and family members in rehabilitation. Conducted individual and group therapy. Provided case management services for military personnel and their family members while in treatment. Member of treatment planning team for inpatient and outpatient, U.S. Army Drug and Alcohol program. Coordinated development and conducted psycho/social assessments in clinical setting.

Caseworker Supervisor: American Red Cross, Service to Armed Forces and Veterans; Ft. Sill, OK 1986-1988
Supervised and trained caseworkers for Services to the Armed Forces, American Red Cross. Provided notification services to service members of family emergencies and provided financial assistance with Red Cross guidelines. Member of the Board of Directors for the American Red Cross. Recipient of the Clara Barton award for Volunteerism.

Program Development and Management

- ❖ Developed and Managed, Intensive Outpatient Treatment Program, Harmony First, 2000 to 2006
- ❖ Developed Family Education Program to adjunct the Intensive Outpatient Program 2000 to 2006
- ❖ Developed group therapy program for DWI offenders in a private practice setting, 1998-2001
- ❖ Developed, designed and implemented Intensive Outpatient Treatment Program, Treatment Alternatives to Street Crimes, Day Reporting Center, Cumberland County Mental Health, Fayetteville, NC 1996-1997
- ❖ Developed and implemented Chemical Dependency Education for In-patient Adolescent Services, Cumberland Hospital, Fayetteville, NC-1994-1995
- ❖ Developed and implemented screening tools for acute In-patient psychiatric nursing for alcohol and drug dependent patients
- ❖ Designed and implemented Relapse Prevention Program for Inpatient Pain Management Program, Cape Fear Valley Medical Center, Fayetteville, NC- 1992-1996
- ❖ Designed and implemented Alcohol and Drug Treatment Program for U.S. Army's Regional Confinement Facility: Ft. Sill, OK - February 1992- June 1992
- ❖ Designed and implemented Intensive Outpatient Treatment Program for the U.S. Army's Alcohol and Drug Abuse Prevention and Control Program, Schofield Barracks, HI 1989-1992
- ❖ Designed Alcohol and Drug Prevention Program for the American Red Cross: Ft. Sill, OK 1986-1988

Education

- ❖ B.S., Social Science Education: Plymouth State College, 1983
- ❖ 2-week Visiting Professional Course; Tripler Army Medical Center, TRI-SARF; Honolulu, HI
- ❖ U.S. Army Alcohol and Drug Rehabilitation Training, Ft. Sam Houston, TX: Individual course 14-days; Group Course, 14-days; Advance Counseling Course, 7 days
- ❖ 1 year Internship program, U.S. Army, Schofield Barracks, HI 1989

Certification

- ❖ New Hampshire, LADC #0445
- ❖ New Hampshire LCS #045
- ❖ Certified US. Department of Transportation Substance Abuse Professional, Current
- ❖ US Army, Health Services Command, 1989
- ❖ Hawaii, Certified Substance Abuse Counselor; #551 - 1990
- ❖ North Carolina Certified Substance Abuse Counselor #1096 - 1998

Professional Associations

NAADAC 1986- present
NHADACA Secretary 2002-2004
NH Providers Association - Current
NHADACA- Current
Board member of the NH Board of Licensing of Alcohol and other Drug Abuse Professional April 2016- Current
Co-Chair of Integrated SUD /1115 Waiver-current

Eric Harbeck

EXPERIENCE

Headrest, Inc.

Assistant Director

Business Manager, Hotline/Residential Counselor

- Connect, maintain and supervise relationships with insurance agencies, claim submission and reimbursement and compliance.
- Assist the Executive Director with any projects, grant funding requests and/or grant.
- Manage applications, renewals or termination of benefits for all employees.
- Review and correct payroll for submission to payroll service, submit bills to payroll service.

Lebanon, NH
July 2018-Present
May 2014-July 2018

Jakes Market and Deli

Customer Service Assistant/Store Clerk

- Assist customers with questions and concerns.
- Maintain a clean and organized work environment.
- Promptly distribute products upon delivery from vendors.
- Work with store manager and vendors on how to increase efficiency and productivity.

Andover/New London/Lebanon, NH
September 2012 - Present

Webster House

Child Care Worker

- Write log reports at the end of every shift.
- Meet one-on-one with selected residents discussing their progress.
- Attend biweekly meetings with co-workers and administration to discuss state of the house.
- Supervise, organize and participate in activities with the residents.

Manchester, NH
Feb. 2012 - Aug. 2012

Warwick Mills

Mix Technician

- Check schedule for daily tasks.
- Check in with supervisor for various projects to complete outside of the department.
- Troubleshoot issues that would arise with equipment.
- Record material usage into inventory database.

New Ipswich, NH
June 2011 - Jan. 2012

Colby-Sawyer College Library Learning Center

Information Services Assistant/Help Desk Assistant

2011

- Check materials In and Out, shelf materials and check shelving accuracy.
- Cover front desk and assist students and community members with library questions.
- Interface with Archives and Inter-Library loan system in addition to other offices on campus.
- Professionally answer Help Desk support line and conduct basic trouble-shooting.
- Generate service requests and respond to voice mail in timely manner.

New London, NH
Sept. 2007 - May

EDUCATION

Masters in Social Work

University of New Hampshire-Manchester

Manchester, NH
Aug 2017 - Present

Bachelor of Arts in Psychology

Colby-Sawyer College

New London, NH
Sept. 2007 - May 2011

Certified Recovery Support Worker

April, 2016-Present

Recovery Coach Academy-CCAR Mode

June, 2016

Academic Highlights: Theories of Counseling, Child Psychology, Psychology of Personality, Biological Psychology, Cross-Cultural Psychology, Learning and Cognition, Directing and Stage Management, Jazz Dance

Lara Kristen Quillia

Education

Hartford High School (HHS), Hartford, Vermont

June 2007

Honors and Awards: The National Honor Society, (Secretary 2005-2007)

Service Above Self Award (for dedication to the act of volunteering)

Outstanding Youth Award (for excellence in Scholarship, Sportsmanship, and Citizenship)

University of Vermont (UVM), Burlington, Vermont

May 2011

Bachelor of Science Degree in the College of Education and Social Services

Major: Social Work

Honors and Awards: University of Vermont Dean's List, The National Society of Collegiate Scholars and Phi Alpha Honor Society (for excellence in academic performance in social work)

Karl-Franzens Universitat Graz, Graz, Austria

2/2010 – 7/2010

Whilst attending UVM I spent a semester abroad focusing on cultural studies and learning German at an intermediate level. In addition to my studies I was able to fulfill an ambition of mine to expand my knowledge of the world and foreign cultures by extensively traveling throughout Europe and Northern Africa.

Social Work Experience

State of Vermont Economic Services (formerly PATH)

11/2003 – 12/2006

For three years was the HHS chief coordinator and in-service representative for the local community Christmas Project, a program that connected over 50 children in need from the local community with both the high school and middle school classrooms, sponsors, and donors. I was responsible for cost-effectively handling the contributed funds/donations and providing the children with presents and/or winter clothing during the holiday season.

New Sudan Education Initiative (NESEI)

3/2009 – 4/2009

Created a new training manual for future volunteers to help them learn about the NESEI organization; as well as what their time in Africa would be like, how it might feel to return to their home countries after their experience, and things they could do to prepare for their experience.

Career Connections

9/2010 – 5/2011

As part of my senior curriculum I worked as an employment counselor intern assisting adults with serious and persistent mental illness in identifying and accomplishing their education or employment goals. Furthermore, I co-facilitated an eight-week group on stress management and calming techniques.

Work Experience

Headrest – Lebanon, NH

8/2016 – Present

Residential Program Coordinator – In collaboration with other program staff and clients, ensure the safety of residents living at Headrest. Support residents in recovery from substance use disorder to complete their treatment goals and achieve successful re-entry into the community.

Murphy's on the Green – Hanover, NH

5/2012 – 10/2016

Server/Bartender – Implement efficient time management and organizational skills while engaging in interpersonal communication with diverse clientele. Assisting in the management of staff and coordination of logistics during shift, monitoring of customers, and training and supervising new staff.

Market Table – Hanover, NH

9/2011 – 5/2012

Server – Anticipated and responded promptly to the desires of patrons, while contributing to the overall efficiency and friendly atmosphere of the restaurant.

TAMARA FLEURY

OBJECTIVE

A self-starter with excellent organizational skills and a strong work ethic I am seeking a challenging and diverse position working with a non-profit organization.

WORK EXPERIENCE

Hotline Coordinator
February 6, 2018-PRESENT
Headrest, Inc Lebanon, NH

Provide ongoing supervision of the 24/7 Suicide/Crisis Hotline staff. I provide clinical supervision (as directed by the Clinical Director) manage schedules and training, complete performance evaluations and facilitate regular Hotline staff meetings. Oversee Community Outreach Program and coordination of services throughout the region.

Home Provider
March 2012-April 2016
Independent Services Network, Claremont

My husband and I provided a home and daily assistance, care and guidance for a 52 yr old special needs gentleman whom lived with us. I introduced him to new people and places in the community as well as supporting and advocating for him in all aspects of his daily living. I also transported/accompanied him to medical appointments, maintained daily logs, submitted monthly Progress Reports, and participated in annual ISA's & State Certifications.

Sales Specialist
Lowe's Claremont, NH

March 2010 - December 2011

As a Flooring specialist I educated, assisted and advised customers in choosing the best product for their needs. I followed all sales from purchase to install; Order Management.

Store Manager/Estimator
Serenity Carpets, Croydon, NH

January 2003 - February 2010

Responsible for daily business operations including management and supervision of employees, direct sales, advertising, bookkeeping (including cash transactions); purchasing and scheduling of goods and services. Before/After store hours I conducted home visits and prepare detailed flooring diagrams and presented flooring quotes to potential customers.

Flooring Estimator
2002

May 1999 - December
Home Depot & Dan's Floor Store, Londonderry, NH

Working independently as a sub-contractor I scheduled and conducted home visits in order to prepare flooring estimates. Very detail oriented work requiring precise diagramming, calculating, and much public contact.

Case Technician
Department of Corrections, Laconia, NH

May 1991 - July 1993

Assigned to Belknap County Probation/Parole I supervised all court ordered restitution cases, interviewed subjects, prepared reports, attended home visits with Probation officers & testified at court hearings.

Special Deputy/Baliff

August 1989 - April 1991

Belknap County Sheriff's Office, Laconia, NH .

Assigned to Belknap County Superior Court I performed court security-- working closely with Judges, Clerks and Attorneys. I served Writs and Summons. I also transported Judges, Juries and Prisoners. Armed

Military Police

June 1980 - June 1983

US ARMY ACTIVE DUTY Ft Hood & Hohenfels

Assigned to Criminal Investigation Division at Ft Hood I conducted investigations, interviewed subjects & prepared detailed reports. My duties included routine Police Patrols. Armed

EDUCATION

Bachelor's Degree,

January 1994 - December 1997

BA Sociology/Criminal Justice Minor In Business (3.67 GPA) UNCW Wilmington NC

CERTIFICATIONS

CMA (Certified Medical Assistant) #2467725

June 9, 2014 River Valley Community College, Claremont NH

AAMA (American Association of Medical Assistants)

REFERENCES AVAILABLE UPON REQUEST

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Headrest, Inc.

Name of Program/Service: Low-Intensity Residential and Outpatient Substance Use Disorder Treatment

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Cameron Ford, Executive Director	\$65,000	15.00%	\$9,750.00
Kathleen Russo, Clinical Director	\$70,000	25.00%	\$17,500.00
Eric Harbeck, Assistant Director	\$50,000	15.00%	\$7,500.00
Lara Quillia, Residential Coordinator	\$42,000	30.00%	\$12,600.00
Tamie Fluery, Hotline Coordinator	\$34,320	15.00%	\$5,148.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$52,498.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

6



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
 Commissioner

Katja S. Fox
 Director

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6110 1-800-852-3345 Ext. 6738
 Fax: 603-271-6105 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

June 19, 2018

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire -- Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

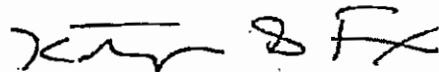
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

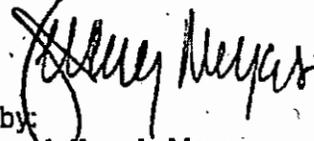
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Substance Use Disorder Treatment And
Recovery Support Services

RFA-2019-BDAS-01-SUBST

RFA Name

RFA Number

Reviewer Names

Bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	440	270	North Country
2. <u>Dismas Home of New Hampshire, Inc.</u>	440	262	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	338	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	328	Capital
5. <u>FTI/HNH, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	280	Greater Nashua
8. <u>Halo Educational Systems</u>	440	see below*	Upper Valley
9. <u>Headrest</u>	440	283	Upper Valley
10. <u>Hope on Haven Hill Inc.</u>	440	304	Strafford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	394	Greater Nashua
12. <u>North Country Health Consortium</u>	440	325	North Country
13. <u>North Country Health Consortium</u>	440	295	Carrol County
14. <u>Phoenix Houses of New England, Inc.</u>	440	361	Monadnock
15. <u>Seacoast Youth Services</u>	440	215	Seacoast
16. <u>Seacoast Youth Services</u>	440	215	Strafford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	440	370	Strafford
19. <u>West Central Services, Inc.</u>	440	231	Greater Sullivan
20. <u>White Horse Addiction Center, Inc.</u>	440	138**	Carrol County

1. Jamie Powers, Clinical & Recovery Svcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Behv Health
4. Paul Kieran, Clinical Svcs Spcist, Drug & Alcohol Svcs
5. Abby Shockley, Sr Policy Analyst, Substance Use Srv, Observer only

*Halo Educational Systems: Application was disqualified as non-responsive.

**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dismas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum

Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County

Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headrest, Inc

Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium

Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$0	\$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364		\$103,364
Sub-total			\$103,364	\$0	\$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177689-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			<u>\$2,205,533</u>	<u>\$0</u>	<u>\$2,205,533</u>
Grand Total All			<u>\$3,157,927</u>	<u>\$0</u>	<u>\$3,157,927</u>

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-05)

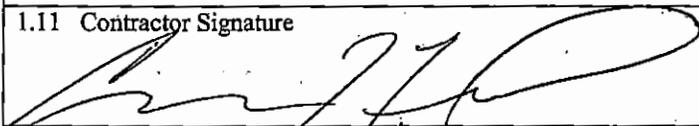
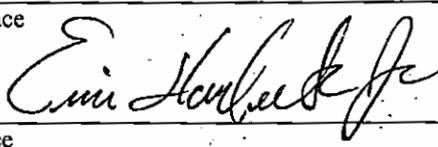
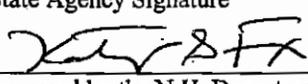
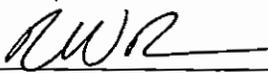
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Headrest		1.4 Contractor Address 14 Church Street Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-4872 x102	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$147,999
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CAMERON J. FAZIO, EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <i>New Hampshire</i> , County of <i>Grafton</i> On ^{5th} 4th of <i>June</i> , 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace ERIC C. HARBECK JR., Notary Public State of New Hampshire [Seal] My Commission Expires February 1, 2022 			
1.13.2 Name and Title of Notary or Justice of the Peace Eric Harbeck Jr, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <i>6/7/18</i> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>6/8/18</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
- 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
- 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
- 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
- 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.



Exhibit A

- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.4 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or



Exhibit A

- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;



Exhibit A

- 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders.
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
- 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:



Exhibit A

- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
- 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
 - 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
 - 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
- 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

CJE
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6/11/18



Exhibit A

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and



Exhibit A

- 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part



Exhibit A

- 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.
- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as



Exhibit A

applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively



Exhibit A

- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
 - 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>



Exhibit A

- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
 - 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
 - 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco



Exhibit A

cessation counselors available through the QuitLine; and

- 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.



Exhibit A

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.



Exhibit A

- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases



Exhibit A

(STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.



Exhibit A

6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission.
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
 - 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
 - 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
 - 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;



Exhibit A

- 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
- 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits

CJF
Date 6/4/12



Exhibit A

- 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder, Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

- 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

- 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.



Exhibit A

- 8.1.2.2. Formula: Total current assets divided by total current liabilities.
- 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
 - 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.



Exhibit A

- 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
- 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
- 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
- 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
- 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A

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- 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
- 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.
- 9. Clinical Services.



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number; and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
 - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
 - 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
 - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
 - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
 - 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
 - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
 - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
 - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment
or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 7, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 7 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
- 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 below).
- 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Charging the Client for Room and Board for Low-Intensity Residential Treatment
- 6.1. The Contractor may charge the client fees for room and board, in addition to:
- 6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale



Exhibit B

6.1.2. The charges to the Department

6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

7. Sliding Fee Scale

7.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

7.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%



Exhibit B

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- 7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
8. Submitting Charges for Payment
- 8.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:
- 8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 8.1.5. Submit separate batches for each billing month.
- 8.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 8.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. Funds in this contract may not be used to replace funding for a program already funded from another source.
11. The Contractor will keep detailed records of their activities related to Department funded programs and services.



Exhibit B

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 14.2.1. Make cash payments to intended recipients of substance abuse services.
 - 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the



Exhibit B

Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services; Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: HEADREST INC.

6/4/18
Date


Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (Indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *HEADREST INC.*

6/4/18
Date

[Signature]
Name: *CAMERON S. FORD*
Title: *EXECUTIVE DIRECTOR*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

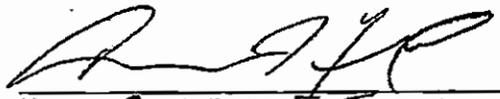
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: HEADTEST INC.

6/4/18
Date


Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials CJF

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: HEADREST INC.

6/4/18
Date


Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials CJF

Date 6/4/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: HEADREST INC.

6/4/18
Date

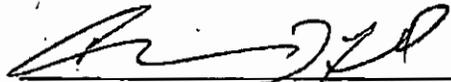

Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l; the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

HEADIZEST INC
Name of the Contractor

Cameron J. Ford
Signature of Authorized Representative

Cameron J. Ford
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

6/9/18
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

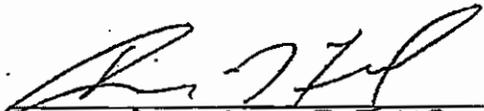
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: HEADREST INC

Date: 6/4/18


Name: CAMERON T. FORD
Title: EXECUTIVE DIRECTOR

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: 618016653
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



-
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

CIT

6/4/18



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 9, in its entirety.

The rest of this page left intentionally blank.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

[Signature]
Katja S. Fox
Director

Manchester Alcoholism Rehabilitation Center

6/27/2018
Date

[Signature]
Name: ELIN MEEHAN
Title: CFO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on 6/27/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace
CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

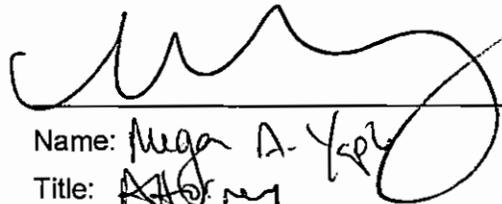


**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/2/18
Date


Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

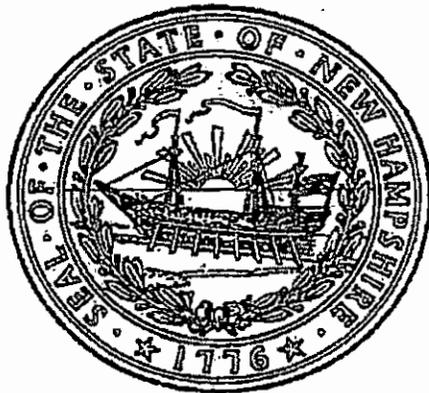
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER ALCOHOLISM REHABILITATION CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61650

Certificate Number : 0004080289



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Betty Burke, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Manchester Alcoholism Rehabilitation Center
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 11, 2018 :
(Date)

RESOLVED: That the Chief Financial Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of June, 2018.
(Date Amendment Signed)

4. Elin Treanor is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke, Assistant Secretary
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Acceborough

The forgoing instrument was acknowledged before me this 27th day of June, 2018.

By Betty Burke
(Name of Elected Officer of the Agency)

Cynthia Ross
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

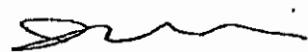
PRODUCER Rays Companies 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Moira Crosby	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: mcrosby@hayscompanies.com	FAX (A/C, No):
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The North River Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	406-7293041	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insured includes Manchester Alcoholism Rehabilitation Inc.. dba Farnum Center

CERTIFICATE HOLDER Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE James Hays/MCROSB 

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Client#: 497072

EASTESEAT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME:	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	23850
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER B: Philadelphia Indemnity Insuranc	18058
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK1698158	09/01/2017	09/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	PHPK1698146	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10K <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X	PHUB596909	09/01/2017	09/01/2018	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EDP			PHPK1698158	09/01/2017	09/01/2018	\$1,619,050 \$500 Deductible Special Form Incl Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Supplemental Names*:Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,-The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the above referenced on behalf of the (See Attached Descriptions)

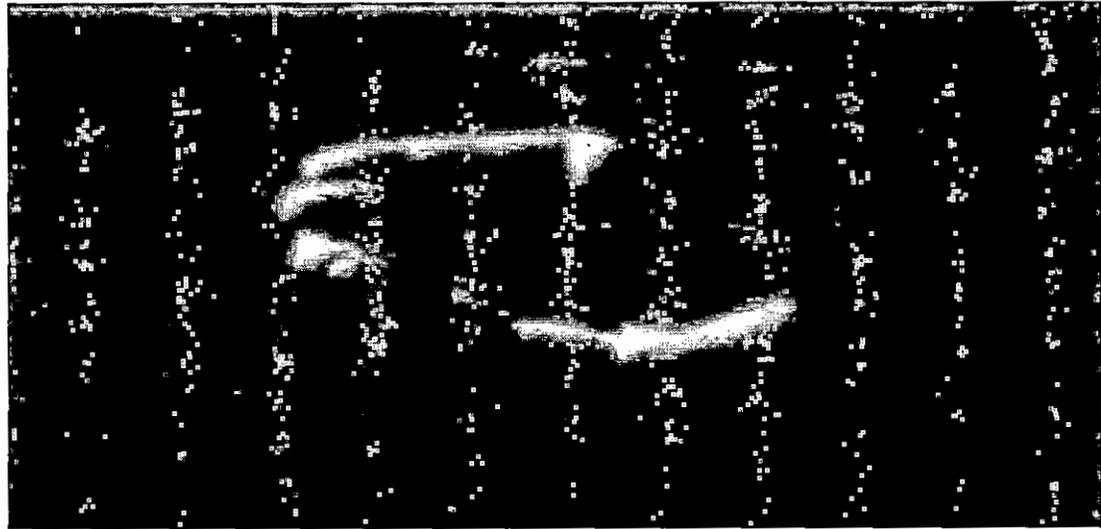
CERTIFICATE HOLDER

CANCELLATION

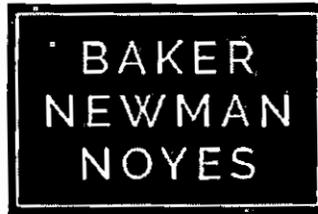
Department of Health & Human Services, State of NH 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>See Not</i>
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Farnum Center Mission Statement:



*“Helping individuals and families find their way to
of the effects of alcohol and drugs through compr
treatment and recovery services open to all*



**Easter Seals New Hampshire, Inc.
and Subsidiaries**

**Consolidated Financial Statements and
Other Financial Information**

*Years Ended August 31, 2017 and 2016
With Independent Auditors' Report*

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2017 and 2016

CONTENTS

	<u>Page</u>
Independent Auditors' Report	1
Audited Consolidated Financial Statements:	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	4
Consolidated Statements of Functional Expenses	8
Consolidated Statements of Cash Flows	10
Notes to Consolidated Financial Statements	12
Other Financial Information:	
Consolidating Statements of Financial Position	35
Consolidating Statements of Activities and Changes in Net Assets	39
Consolidating Statements of Functional Expenses	43



Baker Newman & Noyes LLC
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2017 and 2016, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

As discussed in note 1, effective August 31, 2016, Easter Seals NH transferred its sole member interest in Easter Seals Rhode Island, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals Rhode Island, Inc. at August 31, 2016, while the results of operations of Easter Seals Rhode Island, Inc. are included for the year then ended.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2017, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 4, 2017

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 3,619,043	\$ 1,695,042
Short-term investments, at fair value	2,816,344	2,749,256
Program, and other accounts receivable, less contractual allowance of \$8,302,300 in 2017, and \$7,372,700 in 2016, and allowance for doubtful accounts of \$2,004,100 in 2017 and \$1,510,600 in 2016	9,306,185	9,240,475
Contributions receivable, less allowance for doubtful accounts of \$87,500 in 2017 and \$75,100 in 2016	582,508	1,050,961
Current portion of assets limited as to use	1,566,680	330,085
Prepaid expenses and other current assets	<u>432,857</u>	<u>463,883</u>
Total current assets	18,323,617	15,529,702
Assets limited as to use, net of current portion	1,523,728	1,191,998
Fixed assets, net	28,448,341	26,371,886
Property held for sale	-	252,645
Investments, at fair value	12,027,698	11,399,182
Beneficial interest in trust held by others and other assets	<u>458,909</u>	<u>254,271</u>
	<u>\$60,782,293</u>	<u>\$54,999,684</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 2,417,236	\$ 2,002,382
Accrued expenses	4,773,612	4,912,838
Current portion of deferred revenue	1,683,805	781,321
Current portion of capital lease obligation	20,995	60,617
Current portion of interest rate swap agreements	348,636	401,859
Current portion of long-term debt	<u>2,008,973</u>	<u>829,680</u>
Total current liabilities	11,253,257	8,988,697
Deferred revenue, net of current portion	-	944,167
Other liabilities	1,417,860	1,192,090
Capital lease obligation, net of current portion	-	20,995
Interest rate swap agreements, less current portion	2,293,037	3,086,120
Long-term debt, less current portion, net	<u>22,285,106</u>	<u>20,205,294</u>
Total liabilities	37,249,260	34,437,363
Net assets:		
Unrestricted	15,834,922	14,418,915
Temporarily restricted	2,683,135	1,243,906
Permanently restricted	<u>5,014,976</u>	<u>4,899,500</u>
Total net assets	<u>23,533,033</u>	<u>20,562,321</u>
	<u>\$60,782,293</u>	<u>\$54,999,684</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 312,482	\$ 2,025,590	\$ 108,733	\$ 2,446,805
Special events, net of related direct costs of \$911,140	160,995	1,550,279	-	1,711,274
Annual campaigns, net of related direct costs of \$115,846	259,979	62,056	-	322,035
Bequests	288,456	-	-	288,456
Net assets released from restrictions	<u>2,278,674</u>	<u>(2,278,674)</u>	<u>-</u>	<u>-</u>
Total public support	3,300,586	1,359,251	108,733	4,768,570
Revenue:				
Fees and grants from governmental agencies and others, net	61,041,718	-	-	61,041,718
Other grants	21,339,214	-	-	21,339,214
Dividend and interest income	546,014	10,746	-	556,760
Rental income	27,225	-	-	27,225
Other	<u>132,189</u>	<u>-</u>	<u>-</u>	<u>132,189</u>
Total revenue	<u>83,086,360</u>	<u>10,746</u>	<u>-</u>	<u>83,097,106</u>
Total public support and revenue	86,386,946	1,369,997	108,733	87,865,676
Operating expenses:				
Program services:				
Public health education	280,174	-	-	280,174
Professional education	30,599	-	-	30,599
Direct services	<u>76,585,361</u>	<u>-</u>	<u>-</u>	<u>76,585,361</u>
Total program services	76,896,134	-	-	76,896,134
Supporting services:				
Management and general	7,879,911	-	-	7,879,911
Fundraising	<u>1,314,200</u>	<u>-</u>	<u>-</u>	<u>1,314,200</u>
Total supporting services	<u>9,194,111</u>	<u>-</u>	<u>-</u>	<u>9,194,111</u>
Total functional expenses	86,090,245	-	-	86,090,245
Support of National programs	<u>38,326</u>	<u>-</u>	<u>-</u>	<u>38,326</u>
Total operating expenses	<u>86,128,571</u>	<u>-</u>	<u>-</u>	<u>86,128,571</u>
Increase in net assets from operations	258,375	1,369,997	108,733	1,737,105

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ 846,306	\$ -	\$ -	\$ 846,306
Net unrealized and realized gains on investments	426,221	68,662	-	494,883
Increase in fair value of beneficial interest in trust held by others	-	-	6,743	6,743
Loss on extinguishment of debt – see note 10	(63,031)	-	-	(63,031)
Loss on sales and disposals of fixed assets	(3,146)	-	-	(3,146)
Other non-operating (losses) gains	<u>(10,987)</u>	<u>570</u>	<u>-</u>	<u>(10,417)</u>
	<u>1,195,363</u>	<u>69,232</u>	<u>6,743</u>	<u>1,271,338</u>
Increase in net assets before effects of discontinued operations	1,453,738	1,439,229	115,476	3,008,443
Loss from discontinued operations – see note 15	<u>(37,731)</u>	<u>-</u>	<u>-</u>	<u>(37,731)</u>
Total increase in net assets	1,416,007	1,439,229	115,476	2,970,712
Net assets at beginning of year	<u>14,418,915</u>	<u>1,243,906</u>	<u>4,899,500</u>	<u>20,562,321</u>
Net assets at end of year	<u>\$ 15,834,922</u>	<u>\$ 2,683,135</u>	<u>\$ 5,014,976</u>	<u>\$ 23,533,033</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 398,559	\$ 1,228,217	\$ 415,485	\$ 2,042,261
Special events, net of related direct costs of \$829,743	292,525	1,356,066	-	1,648,591
Annual campaigns, net of related direct costs of \$147,622	414,544	105,904	-	520,448
Bequests	28,066	-	50,000	78,066
Net assets released from restrictions	<u>2,483,599</u>	<u>(2,483,599)</u>	<u>-</u>	<u>-</u>
Total public support	3,617,293	206,588	465,485	4,289,366
Revenue:				
Fees and grants from governmental agencies and others, net	54,894,416	-	-	54,894,416
Other grants	20,996,874	-	-	20,996,874
Dividend and interest income	492,444	2,601	-	495,045
Rental income	26,840	-	-	26,840
Other	<u>699,819</u>	<u>-</u>	<u>-</u>	<u>699,819</u>
Total revenue	<u>77,110,393</u>	<u>2,601</u>	<u>-</u>	<u>77,112,994</u>
Total public support and revenue	80,727,686	209,189	465,485	81,402,360
Operating expenses:				
Program services:				
Public health education	273,502	-	-	273,502
Professional education	20,607	-	-	20,607
Direct services	<u>70,998,387</u>	<u>-</u>	<u>-</u>	<u>70,998,387</u>
Total program services	71,292,496	-	-	71,292,496
Supporting services:				
Management and general	7,888,590	-	-	7,888,590
Fundraising	<u>1,280,675</u>	<u>-</u>	<u>-</u>	<u>1,280,675</u>
Total supporting services	<u>9,169,265</u>	<u>-</u>	<u>-</u>	<u>9,169,265</u>
Total functional expenses	80,461,761	-	-	80,461,761
Support of National programs	<u>37,375</u>	<u>-</u>	<u>-</u>	<u>37,375</u>
Total operating expenses	<u>80,499,136</u>	<u>-</u>	<u>-</u>	<u>80,499,136</u>
Increase in net assets from operations	228,550	209,189	465,485	903,224

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (668,012)	\$ —	\$ —	\$ (668,012)
Net unrealized and realized gains on investments	267,616	8,117	—	275,733
Decrease in fair value of beneficial interest in trust held by others	—	—	(4,967)	(4,967)
Loss on sales and disposals of fixed assets	(11,659)	—	—	(11,659)
Other non-operating losses	(15,341)	—	—	(15,341)
	<u>(427,396)</u>	<u>8,117</u>	<u>(4,967)</u>	<u>(424,246)</u>
(Decrease) increase in net assets before effects of discontinued operations	(198,846)	217,306	460,518	478,978
(Loss) gain from discontinued operations – see note 15	<u>(34,483)</u>	<u>2,167</u>	<u>—</u>	<u>(32,316)</u>
(Decrease) increase in net assets before effects of deconsolidation of affiliate	(233,329)	219,473	460,518	446,662
Deconsolidation of affiliate – see note 14	<u>(33,129)</u>	<u>—</u>	<u>(35,760)</u>	<u>(68,889)</u>
Total (decrease) increase in net assets	(266,458)	219,473	424,758	377,773
Net assets at beginning of year	<u>14,685,373</u>	<u>1,024,433</u>	<u>4,474,742</u>	<u>20,184,548</u>
Net assets at end of year	<u>\$ 14,418,915</u>	<u>\$ 1,243,906</u>	<u>\$ 4,899,500</u>	<u>\$ 20,562,321</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	Program Services ⁽¹⁾				Supporting Services ⁽¹⁾		
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total
Salaries and related expenses	\$164,816	\$ —	\$57,633,534	\$57,798,350	\$5,291,100	\$ 989,588	\$6,280,688
Professional fees	49,613	—	6,980,655	7,030,268	1,453,388	138,405	1,591,793
Supplies	4,514	—	2,133,879	2,138,393	58,328	40,861	99,189
Telephone	108	—	420,160	420,268	194,042	4,612	198,654
Postage and shipping	5,503	—	26,188	31,691	15,258	14,302	29,560
Occupancy	—	—	2,002,857	2,002,857	285,179	56,897	342,076
Outside printing, artwork and media	16,940	—	34,198	51,138	7,694	26,456	34,150
Travel	491	—	2,293,457	2,293,948	23,797	14,184	37,981
Conventions and meetings	20,911	30,599	184,289	235,799	7,697	13,885	21,582
Specific assistance to individuals	—	—	1,102,877	1,102,877	19,657	—	19,657
Dues and subscriptions	—	—	27,749	27,749	8,407	1,056	9,463
Minor equipment purchases and equipment rental	59	—	265,596	265,655	83,969	1,355	85,324
Ads, fees and miscellaneous	16,999	—	275,784	292,783	130,640	9,120	139,760
Interest	—	—	781,743	781,743	204,641	—	204,641
Impairment	—	—	767,632	767,632	—	—	—
Depreciation and amortization	220	—	1,654,763	1,654,983	96,114	3,479	99,593
	<u>\$280,174</u>	<u>\$30,599</u>	<u>\$76,585,361</u>	<u>\$76,896,134</u>	<u>\$7,879,911</u>	<u>\$1,314,200</u>	<u>\$9,194,111</u>
	0.33%	0.04%	88.95%	89.32%	9.15%	1.53%	10.68%

⁽¹⁾ Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2016

	Program Services ⁽¹⁾				Supporting Services ⁽¹⁾		
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	
Salaries and related expenses	\$159,903	\$ —	\$53,446,952	\$53,606,855	\$5,358,606	\$ 966,303	\$6,3
Professional fees	60,418	—	6,409,352	6,469,770	1,441,057	147,732	1,5
Supplies	2,455	—	1,853,930	1,856,385	70,867	27,027	
Telephone	50	—	435,407	435,457	221,650	4,500	2
Postage and shipping	2,707	—	28,857	31,564	21,241	9,314	
Occupancy	—	—	2,414,393	2,414,393	233,578	49,347	2
Outside printing, artwork and media	23,606	—	32,160	55,766	4,815	30,463	
Travel	1,205	—	2,182,663	2,183,868	30,664	10,085	
Conventions and meetings	16,492	20,607	137,197	174,296	8,519	21,415	
Specific assistance to individuals	—	—	1,157,261	1,157,261	8,324	175	
Dues and subscriptions	175	—	26,933	27,108	7,110	1,961	
Minor equipment purchases and equipment rental	—	—	230,386	230,386	78,874	5,743	
Ads, fees and miscellaneous	6,227	—	394,751	400,978	137,768	3,701	1
Interest	—	—	744,076	744,076	168,220	—	1
Depreciation and amortization	264	—	1,504,069	1,504,333	97,297	2,909	1
	<u>\$273,502</u>	<u>\$20,607</u>	<u>\$70,998,387</u>	<u>\$71,292,496</u>	<u>\$7,888,590</u>	<u>\$1,280,675</u>	<u>\$9,1</u>
	0.34%	0.02%	88.24%	88.60%	9.80%	1.60%	

⁽¹⁾ Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Increase in net assets	\$ 2,970,712	\$ 377,773
Adjustments to reconcile increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	1,754,576	1,604,539
Impairment	767,632	-
Bad debt provision	2,284,863	984,511
(Increase) decrease in fair value of beneficial interest in trust held by others	(6,743)	4,967
Net gain on sales and disposals of fixed assets and property held for sale	(3,329)	(41,204)
Loss on extinguishment of debt	63,031	-
Change in fair value of interest rate swaps	(846,306)	668,012
Net unrealized and realized gains on investments	(494,883)	(275,733)
Deconsolidation of affiliates -- see note 14	-	68,889
Temporarily restricted contributions	(2,025,590)	(1,228,217)
Permanently restricted contributions	(108,733)	(415,485)
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	-	98,710
Program and other accounts receivable	(2,350,573)	(3,110,706)
Contributions receivable	468,453	(445,705)
Prepaid expenses and other current assets	31,026	739,182
Other assets	(363,547)	28,331
Accounts payable and accrued expenses	275,628	880,435
Deferred revenue	(41,683)	(377,956)
Other liabilities	<u>225,770</u>	<u>181,982</u>
Net cash provided (used) by operating activities	2,600,304	(257,675)
Cash flows from investing activities:		
Purchases of fixed assets	(4,467,192)	(5,062,802)
Proceeds from sale of fixed assets and property held for sale	290,155	912,714
Cash provided for deconsolidation of affiliate	-	(500)
Change in investments, net	(200,721)	(1,622,433)
Change in assets limited as to use	<u>(1,568,325)</u>	<u>(197,887)</u>
Net cash used by investing activities	(5,946,083)	(5,970,908)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(18,945,588)	(4,152,220)
Issuance of long-term debt, net of bond issuance costs	22,081,045	5,079,404
Repayments on lines of credit	-	(262,356)
Temporarily restricted contributions	2,025,590	1,228,217
Permanently restricted contributions	<u>108,733</u>	<u>415,485</u>
Net cash provided by financing activities	<u>5,269,780</u>	<u>2,308,530</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Increase (decrease) in cash and cash equivalents	\$ 1,924,001	\$ (3,920,053)
Cash and cash equivalents, beginning of year	<u>1,695,042</u>	<u>5,615,095</u>
Cash and cash equivalents, end of year	\$ <u>3,619,043</u>	\$ <u>1,695,042</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>942,000</u>	\$ <u>948,000</u>

In 2016, Easter Seals New Hampshire, Inc. transferred its sole member interest in Easter Seals Rhode Island, Inc. to an unrelated party (see note 14).

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap Rehabilitation Services, Inc. (Fedcap), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. See note 14. The accompanying consolidated statements of activities include the results of operations of Easter Seals RI through the date Easter Seals NH's sole member interest was transferred.

Effective October 26, 2016, Agency Realty, Inc. was dissolved and all properties were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, Massachusetts (prior to the closure of Harbor Schools, see note 15), Rhode Island (prior to deconsolidation), and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2017 and 2016, approximately \$1,705,000 and \$1,262,000, respectively, of cash and cash equivalents, and approximately \$2,816,000 and \$2,749,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as permanently restricted activity.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 7.

Property held for sale is recorded at the lower of net realizable value or carrying value. No impairment losses were recognized in 2017 or 2016.

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2016 consisted of a patient list obtained in the acquisition of Webster Place in 2012 (in May 2013, Webster Place was merged with Manchester Alcoholism Rehabilitation Center).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Amortization expense recognized in 2017 and 2016 totaled \$33,131 and \$33,130, respectively.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believed that the patient list was impaired in 2017 and recorded \$132,521 in impairment to write-off the remaining book value. Additionally, management believed that certain fixed assets were impaired in 2017 and recorded \$635,111 in impairment related to those long-term assets. No other long-lived assets were deemed impaired at August 31, 2017 and 2016.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2017 and 2016 was \$5,069 and \$3,072 respectively. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statement of financial position.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectability of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2017 and 2016 totaled \$2,284,863 and \$984,511 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The increase in bad debt provision in 2017 is due to growth in services provided by Manchester Alcoholism Rehabilitation Center. See also note 5.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2017 and 2016 were \$8,302,300 and \$7,372,700, respectively. The total contractual adjustments provided in 2017 and 2016 totaled \$42,812,400 and \$22,364,200, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2017 is primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in these services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$6,701,000 and \$5,611,000 for the years ended August 31, 2017 and 2016, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Harbor Schools and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Agency Realty, Inc., through to the date of its dissolution (see note 1) received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for the allowance for doubtful accounts, contractual allowances, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 10. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2017 and 2016, Easter Seals NH had recognized a liability of \$2,641,673 and \$3,487,979, respectively, as a result of the interest rate swap agreements discussed in note 10. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of \$846,306 and a decrease in net assets of \$668,012 for the years ended August 31, 2017 and 2016, respectively, in the accompanying consolidated statements of activity and changes in net assets.

Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, and net realized and unrealized gains and losses on investments.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

Effective for the year ended August 31, 2017, Easter Seals NH retroactively adopted the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2015-03, *Interest – Imputation of Interest*, which changes the presentation of debt issuance costs by requiring that debt issuance costs related to a recognized debt liability be presented in the consolidated statement of financial position as a direct deduction from the carrying amount of that debt liability and amortized to interest expense, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs is not affected by the ASU. As a result of the adoption, Easter Seals NH has reclassified unamortized bond issuance costs in the amount of \$56,073 from bond issuance costs, net on the accompanying consolidated statement of financial position at August 31, 2016 and presented the amount as a reduction of long-term debt, as required by the ASU. The adoption has no effect on Easter Seals NH's net assets, consolidated statement of activities and changes in net assets or statement of cash flows for the year ended August 31, 2016.

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on Easter Seals NH's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for Easter Seals NH on September 1, 2018, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-14 on Easter Seals NH's consolidated financial statements.

Reclassifications

Certain reclassifications have been made to the 2016 consolidated financial statements to conform to the 2017 presentation.

1

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

2. Summary of Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 4, 2017, the date these consolidated financial statements were available to be issued.

3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

3. Classification of Net Assets (Continued)

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2017 and 2016 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2017</u>			
Camping program	\$ 4,052	\$ 365,969	\$ 370,021
Other programs	52,585	430,204	482,789
Operations	—	<u>3,994,823</u>	<u>3,994,823</u>
Total endowment net assets	<u>\$56,637</u>	<u>\$4,790,996</u>	<u>\$4,847,633</u>
<u>2016</u>			
Camping program	\$ 2,944	\$ 365,969	\$ 368,913
Other programs	12,102	395,178	407,280
Operations	—	<u>3,879,484</u>	<u>3,879,484</u>
Total endowment net assets	<u>\$15,046</u>	<u>\$4,640,631</u>	<u>\$4,655,677</u>

Changes in Endowment Net Assets

During the years ended August 31, 2017 and 2016, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2015	\$ 13,552	\$4,345,395	\$4,358,947
Investment return:			
Investment income, net of fees	9,802	—	9,802
Net appreciation (realized and unrealized)	551	—	551
Contributions	—	295,236	295,236
Appropriated for expenditure	<u>(8,859)</u>	<u>—</u>	<u>(8,859)</u>
Net endowment assets, August 31, 2016	15,046	4,640,631	4,655,677
Investment return:			
Investment income, net of fees	25,641	—	25,641
Net appreciation (realized and unrealized)	20,017	—	20,017
Contributions	—	150,365	150,365
Appropriated for expenditure	<u>(4,067)</u>	<u>—</u>	<u>(4,067)</u>
Net endowment assets, August 31, 2017	<u>\$ 56,637</u>	<u>\$4,790,996</u>	<u>\$4,847,633</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

3. Classification of Net Assets (Continued)

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2017 and 2016 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Non- Endowment Net Assets</u>
<u>2017</u>				
Veterans program	\$ -	\$ 715,361	\$ -	\$ 715,361
Other programs	-	184,462	-	184,462
Operations	<u>15,834,922</u>	<u>1,726,675</u>	<u>223,980</u>	<u>17,785,577</u>
Total non-endowment net assets	<u>\$15,834,922</u>	<u>\$2,626,498</u>	<u>\$223,980</u>	<u>\$18,685,400</u>
<u>2016</u>				
Seniors program	\$ -	\$ 2,336	\$ -	\$ 2,336
Veterans program	86,638	476,393	-	563,031
Other programs	-	217,631	-	217,631
Operations	<u>14,332,277</u>	<u>532,500</u>	<u>258,869</u>	<u>15,123,646</u>
Total non-endowment net assets	<u>\$14,418,915</u>	<u>\$1,228,860</u>	<u>\$258,869</u>	<u>\$15,906,644</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2017 or 2016.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

3. Classification of Net Assets (Continued)

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Contributions Receivable

Contributions receivable from donors as of August 31, 2017 and 2016 are \$946,055 and \$1,050,961, respectively, net of an allowance for doubtful accounts of \$87,500 and \$75,100, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2017:

2018	\$ 670,008
2019	234,958
2020	81,358
2021	44,000
2022	2,500
Thereafter	<u>731</u>
	<u>\$1,033,555</u>

5. Manchester Alcoholism Rehabilitation Center Revenues

Revenues related to providing health services are recorded net of contractual allowances, discounts and any provision for bad debts. Substantially all such adjustments in 2017 and 2016 are related to Manchester Alcoholism Rehabilitation Center. An estimated breakdown of Manchester Alcoholism Rehabilitation Center's revenue, net of contractual allowances, discounts and provision for bad debts recorded in fees and grants from governmental agencies and others recognized in 2017 and 2016 from major payor sources, is as follows:

	<u>Gross Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Revenues, Net</u>
<u>2017</u>				
Private payors (includes coinsurance and deductibles)	\$33,264,634	\$(21,055,057)	\$(1,855,504)	\$10,354,073
Medicaid	23,941,745	(20,604,836)	(164,539)	3,172,370
Medicare	577,683	(18,639)	(87)	558,957
Self-pay	<u>632,930</u>	<u>(98,180)</u>	<u>(209,128)</u>	<u>325,622</u>
	<u>\$58,416,992</u>	<u>\$(41,776,712)</u>	<u>\$(2,229,258)</u>	<u>\$14,411,022</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

5. Manchester Alcoholism Rehabilitation Center Revenues (Continued)

	<u>Gross Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Revenues, Net</u>
2016				
Private payors (includes coinsurance and deductibles)	\$18,368,651	\$(10,842,721)	\$ (519,320)	\$ 7,006,610
Medicaid	13,220,573	(10,610,872)	(46,051)	2,563,650
Medicare	318,995	(9,599)	(24)	309,372
Self-pay	<u>349,502</u>	<u>(50,560)</u>	<u>(58,531)</u>	<u>240,411</u>
	<u>\$32,257,721</u>	<u>\$(21,513,752)</u>	<u>\$ (623,926)</u>	<u>\$10,120,043</u>

6. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,046,000 and \$1,042,000 for the years ended August 31, 2017 and 2016, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2017, through the remaining contractual term of the underlying lease agreements, are as follows:

2018	\$641,380
2019	409,830
2020	382,277
2021	294,916
2022	238,854
Thereafter	21,080

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. Payments made under this agreement for the years ended August 31, 2017 and 2016 were \$60,617 and \$58,886, respectively. The carrying value of assets recorded under the capital lease totaled \$17,533 and \$74,282, net of accumulated amortization of \$161,286 and \$104,537 for the years ended August 31, 2017 and 2016, respectively. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2017 and 2016 was insignificant.

Future minimum payments required for the above capital lease at August 31, 2017 are as follows:

2018	\$20,995
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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

7. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2017</u>	<u>2016</u>
Buildings	\$ 27,501,343	\$ 29,172,825
Land and land improvements	2,989,333	2,925,950
Leasehold improvements	120,539	128,330
Office equipment and furniture	8,609,250	7,929,113
Vehicles	2,750,511	3,074,068
Construction in progress	<u>2,806,165</u>	<u>250,175</u>
	44,777,141	43,480,461
Less accumulated depreciation and amortization	<u>(16,328,800)</u>	<u>(17,108,575)</u>
	<u>\$ 28,448,341</u>	<u>\$ 26,371,886</u>

Depreciation and amortization expense related to fixed assets totaled \$1,721,445 and \$1,571,409 in 2017 and 2016, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2017 and 2016.

At August 31, 2017, Easter Seals NH had construction and development commitments outstanding totaling approximately \$1,012,000.

8. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 1,873,318	\$ 514,040
Marketable equity securities	1,450,878	1,225,399
Mutual funds	13,244,995	12,795,566
Corporate and foreign bonds	940,042	707,444
Government and agency securities	<u>425,217</u>	<u>428,072</u>
	17,934,450	15,670,521
Less: assets limited as to use	<u>(3,090,408)</u>	<u>(1,522,083)</u>
Total investments, at fair value	<u>\$14,844,042</u>	<u>\$14,148,438</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

8. Investments and Assets Limited as to Use (Continued)

The composition of assets limited as to use at August 31, 2017 and 2016 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2017</u>	<u>2016</u>
Under a deferred compensation plan (see note 9):		
Investments	\$1,417,727	\$1,191,998
Maintained in escrow to make required payments on revenue bonds (see note 10):		
Cash and cash equivalents	<u>1,672,681</u>	<u>330,085</u>
Total assets limited as to use	<u>\$3,090,408</u>	<u>\$1,522,083</u>

The principal components of investment income and net realized and unrealized gains (losses) included in continuing operations and other non-operating expenses, gains and losses are summarized below.

	<u>2017</u>	<u>2016</u>
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	\$ 546,014	\$ 492,444
Net unrealized gains	305,131	107,141
Net realized gains	<u>121,090</u>	<u>160,475</u>
	972,235	760,060
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	10,746	2,601
Net unrealized gains	51,569	2,138
Net realized gains	<u>17,093</u>	<u>5,979</u>
	<u>79,408</u>	<u>10,718</u>
	<u>\$1,051,643</u>	<u>\$ 770,778</u>

9. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$479,000 and \$489,000 for the years ended August 31, 2017 and 2016, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

9. Retirement Plans (Continued)

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$106,000 and \$105,000 to this plan during the years ended August 31, 2017 and 2016, respectively. The assets and liabilities associated with this plan were \$1,417,727 and \$1,191,998 at August 31, 2017 and 2016, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

10. Borrowings

Borrowings consist of the following at August 31:

	<u>2017</u>	<u>2016</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.65% (2.52% at August 31, 2017), due in annual principal payments increasing from \$38,750 to \$76,250 with a final payment of \$3,029,996 due in December 2031, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$12,705,000	\$ -
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.25%, annual principal payments continually increasing from \$15,310 to \$24,110 with a final payment of \$4,542,129 due in December 2031, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	9,052,520	-
Revenue Bonds, Series 2004A, tax exempt, issued through NHHEFA, with a variable rate determined through weekly remarketing, due in annual principal payments continually increasing from \$440,000 to \$1,060,000. Paid in full in December 2016 using proceeds from Series 2016A.	-	13,455,000
Mortgage note payable to a bank with a variable rate of LIBOR plus 2.25%, principal and interest payable monthly. Paid in full in December 2016 using proceeds from Series 2016B.	-	4,787,320
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from \$121 to \$2,923 payable monthly through dates ranging from April 2018 through August 2021, secured by vehicles with a net book value of \$383,601 at August 31, 2017.	312,440	430,052

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

10. Borrowings (Continued)

	<u>2017</u>	<u>2016</u>
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$4,645,708 at August 31, 2017.	\$ 2,355,174	\$ 2,418,675
	24,425,134	21,091,047
Less current portion	2,008,973	829,680
Less net unamortized bond issuance costs	<u>131,055</u>	<u>56,073</u>
	<u>\$22,285,106</u>	<u>\$20,205,294</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2018	\$ 2,008,973
2019	855,825
2020	858,076
2021	878,972
2022	876,330
Thereafter	<u>18,946,958</u>
	<u>\$24,425,134</u>

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are four notes payable totaling \$58,244 and five notes payable totaling \$124,628 at August 31, 2017 and 2016, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-five notes payable totaling \$254,196 and twenty-three notes payable totaling \$305,424 at August 31, 2017 and 2016, respectively, that originated under this agreement. Availability under this agreement at August 31, 2017 and 2016 is \$245,804 and \$194,576, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

10. Borrowings (Continued)

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to \$4 million (a portion of which is secured by available letters of credit of \$50,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings was at LIBOR rounded up to the nearest one-eighth of one percent plus 2.25%, subsequently amended in January 2017 to LIBOR rounded up to the nearest one-eighth of one percent plus 2.10% (3.35% at August 31, 2017). Under an event of default, the interest rate will increase from LIBOR plus 2.10% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals VT and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no outstanding balances at August 31, 2017 and 2016.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals NH issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds. The 2004A revenue bonds required that Easter Seals NH maintain certain reserve funds with a trustee for certain required principal and interest payments, which amounts of \$330,085 were included in assets limited as to use as of August 31, 2016. Easter Seals NH also had two letters of credit securing the 2004A revenue bonds totaling \$13,620,430, which were not renewed as part of the refinancing transaction. Easter Seals NH incurred fees totaling approximately \$56,000 and \$172,000 in 2017 and 2016, respectively, relating to the letters of credit.

Also, on December 20, 2016, Easter Seals NH issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

In connection with the refinancing of the 2004A revenue bonds, Easter Seals NH incurred a loss on extinguishment of debt totaling \$63,031, primarily related to the write-off of certain unamortized bond issuance costs.

Mortgage Notes Payable

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

10. Borrowings (Continued)

Interest Rate Swap Agreement

Easter Seals NH had an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. The swap agreement had an outstanding notional amount of \$13,455,000 at August 31, 2016. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement has an outstanding notional amount of \$12,705,000 at August 31, 2017 which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

The fair value of the above interest rate swap agreement totaled \$2,641,673 and \$3,487,979 at August 31, 2017 and 2016, respectively, \$348,636 and \$401,859 of which was current at August 31, 2017 and 2016, respectively. During the years ended August 31, 2017 and 2016 net payments required by the agreement totaled \$401,992 and \$445,705, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 13 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2017, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

11. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

12. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$38,326 and \$37,375 for the years ended August 31, 2017 and 2016, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

13. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimize the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2017 and 2016.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

13. Fair Value of Financial Instruments (Continued)

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

At August 31, 2017 and 2016, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
2017				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 1,873,318	\$ —	\$ —	\$ 1,873,318
Marketable equity securities:				
Large-cap	1,139,744	—	—	1,139,744
International	311,134	—	—	311,134
Mutual funds, open-ended:				
Short-term fixed income	4,254,127	—	—	4,254,127
Intermediate-term bond fund	1,098,931	—	—	1,098,931
High yield bond fund	52,926	—	—	52,926
Foreign bond	34,863	—	—	34,863
Government securities	491,892	—	—	491,892
Emerging markets bond	64,867	—	—	64,867
International equities	977,737	—	—	977,737
Domestic, large-cap	859,050	—	—	859,050
Domestic, small-cap	339,680	—	—	339,680
Domestic, multi alt	861,055	—	—	861,055
Real estate fund	188,220	—	—	188,220
Mutual funds, closed-ended:				
Domestic, large-cap	2,949,475	—	—	2,949,475
Domestic, mid-cap	499,421	—	—	499,421
Domestic, small-cap	240,364	—	—	240,364
Fixed Income and bond	4,577	—	—	4,577
International equity	327,810	—	—	327,810
Corporate and foreign bonds	—	940,042	—	940,042
Government and agency securities	—	425,217	—	425,217
	<u>\$16,569,191</u>	<u>\$1,365,259</u>	<u>\$ —</u>	<u>\$17,934,450</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

13. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 7,943	\$ —	\$ —	\$ 7,943
Marketable equity securities:				
Large-cap	66,063	—	—	66,063
Mutual funds:				
Domestic fixed income	<u>—</u>	<u>21,357</u>	<u>—</u>	<u>21,357</u>
	<u>\$ 74,006</u>	<u>\$ 21,357</u>	<u>\$ —</u>	<u>\$ 95,363</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,641,673</u>	<u>\$ 2,641,673</u>
 <u>2016</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 514,040	\$ —	\$ —	\$ 514,040
Marketable equity securities:				
Large-cap	950,981	—	—	950,981
International	274,418	—	—	274,418
Mutual funds, open-ended:				
Short-term fixed income	4,137,513	—	—	4,137,513
Intermediate-term bond fund	1,069,980	—	—	1,069,980
High yield bond fund	261,064	—	—	261,064
Foreign bond	32,125	—	—	32,125
Government securities	629,914	—	—	629,914
Emerging markets bond	16,447	—	—	16,447
International equities	831,645	—	—	831,645
Domestic, large-cap	1,209,550	—	—	1,209,550
Domestic, small-cap	319,877	—	—	319,877
Domestic, multi alt	689,565	—	—	689,565
Real estate fund	178,540	—	—	178,540
Emerging markets mutual	4,041	—	—	4,041
Mutual funds, closed-ended:				
Domestic, large-cap	2,450,022	—	—	2,450,022
Domestic, mid-cap	451,852	—	—	451,852
Domestic, small-cap	217,021	—	—	217,021
Fixed Income and bond	2,909	—	—	2,909
International equity	293,501	—	—	293,501
Corporate and foreign bonds	—	707,444	—	707,444
Government and agency securities	<u>—</u>	<u>428,072</u>	<u>—</u>	<u>428,072</u>
	<u>\$14,535,005</u>	<u>\$1,135,516</u>	<u>\$ —</u>	<u>\$15,670,521</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

13. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 8,712	\$ —	\$ —	\$ 8,712
Marketable equity securities:				
Large-cap	59,700	—	—	59,700
Mutual funds:				
Domestic fixed income	<u>—</u>	<u>20,208</u>	<u>—</u>	<u>20,208</u>
	<u>\$ 68,412</u>	<u>\$ 20,208</u>	<u>\$ —</u>	<u>\$ 88,620</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$3,487,979</u>	<u>\$ 3,487,979</u>

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2017 and 2016:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2015	\$(2,819,967)
Unrealized loss, net	<u>(668,012)</u>
Ending balance, August 31, 2016	(3,487,979)
Unrealized gain, net	<u>846,306</u>
Ending balance, August 31, 2017	<u>\$(2,641,673)</u>

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

14. Deconsolidation of Related Entities

On August 31, 2016, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals RI to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals RI were transferred to Fedcap effective August 31, 2016. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals RI. Easter Seals NH recognized a decrease in net assets of \$68,889 as a result of the deconsolidation of Easter Seals RI. The accompanying 2016 consolidated financial statements include the operating results of Easter Seals RI for the period from September 1, 2015 through August 31, 2016.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

14. Deconsolidation of Related Entities (Continued)

Summary statements of financial position and activities of Easter Seals RI for the year ended August 31, 2016 are as follows:

	<u>Easter Seals RI</u> <u>August 31, 2016</u>
Assets:	
Cash and cash equivalents	\$ 500
Investments, at fair value	5,521
Beneficial interest in trust held by others	35,760
Fixed assets, net	23,039
Other assets	<u>11,288</u>
Total assets	76,108
Liabilities:	
Accrued expenses	<u>(7,219)</u>
Total liabilities	<u>(7,219)</u>
Net assets	<u>\$68,889</u>
Year Ended <u>August 31, 2016</u>	
Total public support and revenue	\$ 1,367,290
Total operating expenses	(1,437,574)
Other non-operating expenses, gains and losses, net	<u>1,054</u>
Decrease in net assets before discontinued operations	<u>\$ (69,230)</u>

Total decrease in net assets for Easter Seals RI for the year ended August 31, 2016 includes forgiveness of accounts payable and due to affiliates of \$66,702.

15. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2017 and 2016

15. Discontinued Operations (Continued)

- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. On June 23, 2017, Easter Seals NH sold the last property at 57 Webster Street.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2017 and 2016 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Total assets	\$201,786	\$211,251	\$ -	\$252,645
Total liabilities	-	-	-	-
Net assets (deficit):				
Unrestricted	149,764	159,799	-	252,645
Temporarily restricted	28,196	27,626	-	-
Permanently restricted	23,826	23,826	-	-

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2017 and 2016 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Total public support and revenue	\$ 1,123	\$ 22,193	\$ -	\$ -
Operating expenses	(10,035)	(101,200)	(34,741)	(7,146)
Other non-operating expense, (losses) or gains	(553)	974	-	-
Gain on sale of properties, net	-	<u>52,863</u>	<u>6,475</u>	-
Total decrease in net assets	\$ <u>(9,465)</u>	\$ <u>(25,170)</u>	\$ <u>(28,266)</u>	\$ <u>(7,146)</u>

16. Concentrations

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$2,816,344 and \$2,749,256 as of August 31, 2017 and 2016, respectively.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2017

ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>
Current assets:					
Cash and cash equivalents	\$ 3,589,555	\$ 19,385	\$ 10,103	\$ -	\$ -
Short-term investments	2,816,344	-	-	-	-
Accounts receivable from affiliates	1,489,181	1,668,124	-	-	149,764
Program and other accounts receivable, net	8,599,952	691,294	14,939	-	-
Contributions receivable, net	568,342	920	13,246	-	-
Current portion of assets limited as to use	1,566,680	-	-	-	-
Prepaid expenses and other current assets	<u>389,372</u>	<u>12,775</u>	<u>30,710</u>	<u>-</u>	<u>-</u>
Total current assets	19,019,426	2,392,498	68,998	-	149,764
Assets limited as to use, net of current portion	1,511,218	12,510	-	-	-
Fixed assets, net	28,359,254	75,573	13,514	-	-
Investments, at fair value	11,975,676	-	-	-	52,022
Beneficial interest in trust held by others and other assets	<u>458,909</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>\$61,324,483</u>	<u>\$2,480,581</u>	<u>\$ 82,512</u>	<u>\$ -</u>	<u>\$201,786</u>

LIABILITIES AND NET ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>
Current liabilities:					
Accounts payable	\$ 2,388,870	\$ 25,812	\$ 2,554	\$ -	\$ -
Accrued expenses	4,750,875	-	22,737	-	-
Accounts payable to affiliates	-	-	3,307,069	-	-
Current portion of deferred revenue	1,635,253	33,557	14,995	-	-
Current portion of capital lease obligation	20,995	-	-	-	-
Current portion of interest rate swap agreements	348,636	-	-	-	-
Current portion of long-term debt	<u>2,008,973</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total current liabilities	11,153,602	59,369	3,347,355	-	-
Other liabilities	1,405,350	12,510	-	-	-
Interest rate swap agreements, less current portion	2,293,037	-	-	-	-
Long-term debt, less current portion, net	<u>22,285,106</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	37,137,095	71,879	3,347,355	-	-
Net assets (deficit):					
Unrestricted	16,553,419	2,401,641	(3,269,902)	-	149,764
Temporarily restricted	2,642,819	7,061	5,059	-	28,196
Permanently restricted	<u>4,991,150</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>23,826</u>
Total net assets (deficit)	<u>24,187,388</u>	<u>2,408,702</u>	<u>(3,264,843)</u>	<u>-</u>	<u>201,786</u>
	<u>\$61,324,483</u>	<u>\$2,480,581</u>	<u>\$ 82,512</u>	<u>\$ -</u>	<u>\$201,786</u>

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2016

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>
Current assets:					
Cash and cash equivalents	\$ 1,667,032	\$ 22,471	\$ 5,539	\$ -	\$ -
Short-term investments	2,749,256	-	-	-	-
Accounts receivable from affiliates	915,970	1,946,359	-	-	158,366
Program and other accounts receivable, net	8,511,811	560,864	166,367	-	1,433
Contributions receivable, net	1,011,461	925	38,575	-	-
Current portion of assets limited as to use	330,085	-	-	-	-
Prepaid expenses and other current assets	<u>411,896</u>	<u>13,051</u>	<u>38,936</u>	<u>-</u>	<u>-</u>
Total current assets	15,597,511	2,543,670	249,417	-	159,799
Assets limited as to use, net of current portion	1,186,340	5,658	-	-	-
Fixed assets, net	26,294,673	57,642	19,571	-	-
Property held for sale	252,645	-	-	-	-
Investments, at fair value	11,347,730	-	-	-	51,452
Beneficial interest in trust held by others and other assets	<u>254,271</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>\$54,933,170</u>	<u>\$2,606,970</u>	<u>\$ 268,988</u>	<u>\$ -</u>	<u>\$211,251</u>

LIABILITIES AND NET ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>
Current liabilities:					
Accounts payable	\$ 1,984,793	\$ 16,108	\$ 1,481	\$ -	\$ -
Accrued expenses	4,846,594	23,124	43,120	-	-
Accounts payable to affiliates	-	-	3,020,695	-	-
Current portion of deferred revenue	772,270	3,800	5,251	-	-
Current portion of capital lease obligation	60,617	-	-	-	-
Current portion of interest rate swap agreements	401,859	-	-	-	-
Current portion of long-term debt	<u>829,680</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total current liabilities	8,895,813	43,032	3,070,547	-	-
Deferred revenue, net of current portion	944,167	-	-	-	-
Other liabilities	1,186,432	5,658	-	-	-
Capital lease obligation, net of current portion	20,995	-	-	-	-
Interest rate swap agreements, less current portion	3,086,120	-	-	-	-
Long-term debt, less current portion, net	<u>20,205,294</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	34,338,821	48,690	3,070,547	-	-
Net assets (deficit):					
Unrestricted	14,515,689	2,543,775	(2,800,348)	-	159,799
Temporarily restricted	1,202,986	14,505	(1,211)	-	27,626
Permanently restricted	<u>4,875,674</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>23,826</u>
Total net assets (deficit)	<u>20,594,349</u>	<u>2,558,280</u>	<u>(2,801,559)</u>	<u>-</u>	<u>211,251</u>
	<u>\$54,933,170</u>	<u>\$2,606,970</u>	<u>\$ 268,988</u>	<u>\$ -</u>	<u>\$211,251</u>

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>
Public support and revenue:					
Public support:					
Contributions, net	\$ 2,330,292	\$ 22,084	\$ 94,429	\$ -	\$ -
Special events, net	1,627,232	3,917	80,125	-	-
Annual campaigns, net	292,955	10,473	18,607	-	-
Bequests	<u>288,456</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total public support	4,538,935	36,474	193,161	-	-
Revenue:					
Fees and grants from governmental agencies and others, net	54,830,934	5,065,405	1,145,379	-	-
Other grants	19,998,951	1,002,769	337,494	-	-
Dividend and interest income	556,758	2	-	-	-
Rental income	27,225	-	-	-	-
Intercompany revenue	759,869	-	-	-	-
Other	<u>129,094</u>	<u>1,000</u>	<u>2,095</u>	<u>-</u>	<u>-</u>
Total revenue	<u>76,302,831</u>	<u>6,069,176</u>	<u>1,484,968</u>	<u>-</u>	<u>-</u>
Total public support and revenue	80,841,766	6,105,650	1,678,129	-	-
Operating expenses:					
Program services:					
Public health education	272,981	7,179	14	-	-
Professional education	30,599	-	-	-	-
Direct services	<u>69,254,921</u>	<u>5,620,706</u>	<u>1,751,400</u>	<u>-</u>	<u>-</u>
Total program services	69,558,501	5,627,885	1,751,414	-	-

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.
Supporting services:					
Management and general	\$ 7,854,998	\$ 551,880	\$ 191,236	\$ -	\$ -
Fundraising	<u>1,039,446</u>	<u>75,463</u>	<u>199,291</u>	<u>-</u>	<u>-</u>
Total supporting services	<u>8,894,444</u>	<u>627,343</u>	<u>390,527</u>	<u>-</u>	<u>-</u>
Total functional expenses	78,452,945	6,255,228	2,141,941	-	-
Support of National programs	<u>38,326</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total operating expenses	<u>78,491,271</u>	<u>6,255,228</u>	<u>2,141,941</u>	<u>-</u>	<u>-</u>
Increase (decrease) in net assets from operations	2,350,495	(149,578)	(463,812)	-	-
Other non-operating expenses, gains and losses:					
Change in fair value of interest rate swaps	846,306	-	-	-	-
Net realized and unrealized gains on investments	494,883	-	-	-	-
Increase in fair value of beneficial interest in trust held by others	6,743	-	-	-	-
Loss on bond refinance	(63,031)	-	-	-	-
Loss on sales and disposals of fixed assets	(3,674)	-	528	-	-
Other non-operating expenses	<u>(10,417)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	1,270,810	-	528	-	-
Loss from discontinued operations	<u>(28,266)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(9,465)</u>
Total increase (decrease) in net assets	3,593,039	(149,578)	(463,284)	-	(9,465)
Net assets (deficit) at beginning of year	<u>20,594,349</u>	<u>2,558,280</u>	<u>(2,801,559)</u>	<u>-</u>	<u>211,251</u>
Net assets (deficit) at end of year	<u>\$24,187,388</u>	<u>\$2,408,702</u>	<u>\$(3,264,843)</u>	<u>\$ -</u>	<u>\$201,786</u>

* Includes Agency Realty, Inc. through October 26, 2016 (see note I) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2016

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>
Public support and revenue:					
Public support:					
Contributions, net	\$ 1,897,654	\$ 46,718	\$ 34,171	\$ 63,718	\$ -
Special events, net	1,520,205	1,539	66,029	60,818	-
Annual campaigns, net	374,196	9,546	56,852	79,854	-
Bequests	<u>78,066</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total public support	3,870,121	57,803	157,052	204,390	-
Revenue:					
Fees and grants from governmental agencies and others, net	47,852,138	4,454,207	1,475,922	1,112,149	-
Other grants	19,779,596	852,701	315,543	49,034	-
Dividend and interest income	521,778	-	-	1,667	-
Rental income	26,840	-	-	-	-
Intercompany revenue	742,048	-	-	-	-
Other	<u>687,859</u>	<u>11,910</u>	<u>-</u>	<u>50</u>	<u>-</u>
Total revenue	<u>69,610,259</u>	<u>5,318,818</u>	<u>1,791,465</u>	<u>1,162,900</u>	<u>-</u>
Total public support and revenue	73,480,380	5,376,621	1,948,517	1,367,290	-
Operating expenses:					
Program services:					
Public health education	266,568	4,148	-	2,786	-
Professional education	20,607	-	-	-	-
Direct services	<u>63,230,275</u>	<u>4,732,706</u>	<u>1,917,703</u>	<u>1,142,435</u>	<u>-</u>
Total program services	63,517,450	4,736,854	1,917,703	1,145,221	-

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.
Supporting services:					
Management and general	\$ 7,798,973	\$ 474,841	\$ 203,676	\$ 128,416	\$ —
Fundraising	<u>951,595</u>	<u>32,053</u>	<u>133,090</u>	<u>163,937</u>	<u>—</u>
Total supporting services	<u>8,750,568</u>	<u>506,894</u>	<u>336,766</u>	<u>292,353</u>	<u>—</u>
Total functional expenses	72,268,018	5,243,748	2,254,469	1,437,574	—
Support of National programs	<u>37,375</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total operating expenses	<u>72,305,393</u>	<u>5,243,748</u>	<u>2,254,469</u>	<u>1,437,574</u>	<u>—</u>
Increase (decrease) in net assets from operations	1,174,987	132,873	(305,952)	(70,284)	—
Other non-operating expenses, gains and losses:					
Change in fair value of interest rate swaps	(668,012)	—	—	—	—
Net realized and unrealized gains on investments	275,186	—	—	547	—
(Decrease) increase in fair value of beneficial interest in trust held by others	(6,194)	—	—	1,227	—
Loss on sales and disposals of fixed assets	(10,841)	—	(98)	(720)	—
Other non-operating expenses	<u>(15,341)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
	(425,202)	—	(98)	1,054	—
(Loss) gain from discontinued operations	<u>(35,546)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(25,170)</u>
Increase (decrease) in net assets before effects of deconsolidation of affiliate	714,239	132,873	(306,050)	(69,230)	(25,170)
Deconsolidation of affiliate	<u>(66,702)</u>	<u>—</u>	<u>—</u>	<u>(2,187)</u>	<u>—</u>
Total increase (decrease) in net assets	647,537	132,873	(306,050)	(71,417)	(25,170)
Net assets (deficit) at beginning of year	<u>19,946,812</u>	<u>2,425,407</u>	<u>(2,495,509)</u>	<u>71,417</u>	<u>236,421</u>
Net assets (deficit) at end of year	<u>\$20,594,349</u>	<u>\$2,558,280</u>	<u>\$ (2,801,559)</u>	<u>\$ —</u>	<u>\$211,251</u>

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>
Salaries and related expenses	\$57,687,981	\$4,925,625	\$1,465,432	\$ -	\$ -
Professional fees	8,463,640	640,027	278,263	-	-
Supplies	2,180,957	38,894	17,731	-	-
Telephone	566,435	37,125	15,362	-	-
Postage and shipping	57,742	1,295	2,214	-	-
Occupancy	2,022,811	154,091	168,031	-	-
Outside printing, artwork and media	71,825	6,754	6,709	-	-
Travel	1,990,758	313,059	28,112	-	-
Conventions and meetings	214,857	31,141	11,383	-	-
Specific assistance to individuals	1,025,235	33,829	63,470	-	-
Dues and subscriptions	34,018	200	2,994	-	-
Minor equipment purchases- and equipment rental	338,335	11,384	1,260	-	-
Ads, fees and miscellaneous	335,912	24,820	71,811	-	-
Interest	986,384	-	-	-	-
Impairment	767,632	-	-	-	-
Depreciation and amortization	<u>1,708,423</u>	<u>36,984</u>	<u>9,169</u>	<u>-</u>	<u>-</u>
	<u>\$78,452,945</u>	<u>\$6,255,228</u>	<u>\$2,141,941</u>	<u>\$ -</u>	<u>\$ -</u>

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2016

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Rhode Island</u>	<u>Harbor Schools, Inc.</u>
Salaries and related expenses	\$53,147,566	\$4,128,114	\$1,550,620	\$1,105,464	\$ -
Professional fees	7,779,938	556,818	301,646	162,205	-
Supplies	1,883,406	31,831	30,059	8,983	-
Telephone	615,192	23,916	12,698	9,801	-
Postage and shipping	57,240	960	1,763	2,156	-
Occupancy	2,328,611	114,258	171,692	82,757	-
Outside printing, artwork and media	76,765	2,859	6,591	4,829	-
Travel	1,961,465	198,693	20,583	43,876	-
Conventions and meetings	157,815	33,290	8,269	4,856	-
Specific assistance to individuals	985,280	96,210	84,270	-	-
Dues and subscriptions	31,436	40	4,163	540	-
Minor equipment purchases- and equipment rental	290,959	15,906	7,265	873	-
Ads, fees and miscellaneous	488,288	18,789	34,363	1,007	-
Interest	912,296	-	-	-	-
Depreciation and amortization	<u>1,551,761</u>	<u>22,064</u>	<u>20,487</u>	<u>10,227</u>	<u>-</u>
	<u>\$72,268,018</u>	<u>\$5,243,748</u>	<u>\$2,254,469</u>	<u>\$1,437,574</u>	<u>\$ -</u>

* Includes Agency Realty, Inc. and Manchester Alcoholism Rehabilitation Center.

2018 Farnum Center Board of Directors

Chairman

Ian MacDermott

Past Chair

Rob Wieczorek

James Barry

Lori Levesque

Peter Anderson

Timm Runnion

Kriss Blevens

Tom Bullock

Paul Voegelin

Larry J. Gammon

Employment

7/88 to Present **President, Chief Executive Officer**

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont, New York, Maine, Rhode Island, and Connecticut. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 - 7/88 **Executive Vice President
Vice President**

8/75 - 6/85 **Deputy Executive Director
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont**

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

9/71 - 8/75 New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.
870 Hayward St.
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.

9/70 - 7/71 New Hampshire Department of Education
Keene Public Schools
Keene, NH 03431

Position: Special Education Consultant

1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.

2/69 - 8/70 Gary Public Schools
Gary, IN

Position: Teacher, Special Education

Classroom teacher, M.R. Summer program for trainable M.R.

9/67 - 1/69 Charlottesville Public Schools
Charlottesville, VA

Position: Teacher M.R. - Department Chairman

Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 - 8/66 University of Virginia, Charlottesville, VA
B.S. in Special Education, emphasis in Mental Retardation. All undergraduate courses were at the Master's Level. Dean's List, Junior & Senior years.

9/66 - 8/67 University of Virginia, Charlottesville, VA
36 hours of Graduate School of Education, emphasis in Administration, Testing & Evaluation and Research. Full time graduate scholarship.

Service

National

Chairman, Board of Trustees, CARF, 1990-1991
Member, Board of Trustees, CARF, 1985-1991
Medders Award, Outstanding Easter Seals Executive, 1995
President, Easter Seals Leadership Association, 1998-2000

Local

Queen City Rotary Club, Member
Serenity Place, Board of Directors
Mayor's Task Force/Senior Services
Hillcrest Terrace, Board of Directors
CEO Council
Dartmouth Hitchcock Medical Center - Assembly of Overseers
YMCA Disability Council

Recognition

Non-Profit Business of the Year, *Business NH Magazine*, 2010
Non-Profit Business of the Year, *Business NH Magazine*, 2005
Non-Profit Business of the Decade, *Business NH Magazine*, 2000
Non-Profit Business of the Year, *Business NH Magazine*, 1994

Elin Treanor

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- | | |
|----------------|---|
| 2012 – Present | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Chief Operating Officer/Chief Financial Officer</u>
Oversee all program and fiscal management of multi-corporate, multi-state entity. |
| 1994 – 2012 | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Senior Vice President & Chief Financial Officer</u>
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions. |
| 1988 – 1994 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Vice President of Finance</u>
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter. |
| 1984 – 1988 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Controller</u>
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate |

reorganizations to multiple entities and external corporate mergers and acquisitions.

- 1982 - 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 - 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 - 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 - 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

SERVICE:

National Easter Seals
Leader of Northeast Region Chief Financial Officers
Treasurer of Northeast Region Leadership Association
Past Chairman of the Quality Council

NANCY L. ROLLINS

EXPERIENCE

Easterseals, NH, VT, ME; Farnum Center/Farnum North-NH.
555 Auburn Street
Manchester, NH 03103

Chief Strategy Officer

November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provides intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three state footprint, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seeks growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports. Serves as a member of the Executive Leadership Team. Reports directly to the President/ Chief Executive Officer

Goodwill Industries of Northern New England
38 Locke Road, #2
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team. Report directly to the President/ Chief Executive Officer.

**State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
129 Pleasant Street
Concord, New Hampshire 03301**

Associate Commissioner

March, 2006 -- January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at -risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual's choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner's Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

**State of New Hampshire
Department of Health and Human Services
Office of Medicaid Business & Policy
And
Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301**

January, 2006 -- March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

**State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301**

July 1995 -- January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child

protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
6 Hazen Drive
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

River Valley Counseling Center, Inc.
Chicopee Adolescent Program
Chicopee, Massachusetts

May 1978 - February 1989

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an \$850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks. Provided in-service training workshops to local schools and community agencies. Developed and

implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

Hartford Neighborhood Centers

Mitchell House
Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

Springfield Girls Club/ Family Center

Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

EDUCATION

Master of Social Work

University of Connecticut
School of Social Work
West Hartford, Connecticut

Degree conferred, May 1985

Concentration in Public Policy and Administration-Minor in Group Work

Bachelor of Science, Cum Laude

Springfield College
Springfield, Massachusetts

Degree conferred, May 1985

Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty

January 2001- Dec. 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty

May 1999 – August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training
Professional Mentor for a middle management employee

December 1997 – December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty

September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor's Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 - Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families
For the 21st Century* this initiative is co-sponsored by the National Association of Public Child Welfare
Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010-

August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013
NASMHPD representative to the Children's Mental Health Subcommittee
Chair, NASMHPD President's Task Force on Returning Veteran's
Board Member Member-at-Large 2011-2013
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013
NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health Policy, "*Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice*", Atlanta, Georgia, Oct. 26 and 27, 2011.
NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association
SMHRCY Representative to Children's Mental Health Subcommittee and
NAPCWA Executive Committee, 1991 - 1994
NH State Child Welfare Representative, 1995- Present
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004
NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005
NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors
Judge Baker Children's Center, Boston, Mass.
Committee Member, 1995 – January 2006
Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003
25 Walker Street
Concord, New Hampshire
State Advisory Board - Member- at-large

University of New Hampshire
School of Health and Human Services
Department of Social Work September 1998 – September 2002
Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health 1995 - 1998
Georgetown University Child Development Center
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)
NH State Representative, 1989 - 1994
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)
Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town
of New London appointed by Town Board of Selectmen. 2012 - 2016
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield,
Sunapee, Sutton and Wilmot, Board of Directors. 2012 - 2014

Member of Saint Andrew's Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014-2017

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the "*New Hampshire National Guard Distinguished Service Medal*" for providing leadership while at the Department of Health and Human Services for developing services, supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the "*Commander's Award for Civilian Service*" for organizing and implementing

'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

Tina M. Sharby, PHR

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998-2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

JOSEPH T. EMMONS

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development

Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services

Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

Director, Annual Giving

December 2010 – October 2013

Manage \$3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving

July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon

June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

Assistant Director, Alumni Relations

September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter

April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration

Southern New Hampshire University, Manchester, NH

January 2008

Bachelor of Arts in Business

Saint Anselm College, Manchester, NH

May 2004

OTHER RELATED EXPERIENCE

Moore Center Services Development Board

Diocesan School Board – New Hampshire

Goffstown Junior Baseball Board

Sept. 2010 – Sept. 2016

June 2014 – present

January 2016 - present

CHERYL A. WILKIE, Psy.D., MLADC

EMPLOYMENT HISTORY

Easter Seals New Hampshire, Inc./Farnum Center **2008-present**
Senior Vice President of Substance Abuse Services

Recruited to redesign and manage a struggling residential and outpatient treatment facility and improve operations and building construction.

- Currently remodeling a 25,000 square foot commercial building.
- Project Manager on building licensed treatment facilities in charge of supervising contractors and subcontractors.
- Currently managing 10 million dollar budgets.
- Effective communication skills resulting in ongoing client connections.
- Conducts safety inspections daily throughout treatment facilities.
- Supervises a staff of 100 that including doctors, nurses and management.
- Identify a development needs for all staff (clinical and resident instructors) and provide training.
- Design evidence based programming for all modalities.
- Develop grant proposals and other funding opportunities in collaboration with staff.
- Coordinates and facilitates treatment team meetings.
- Opened 5 additional intensive outpatient programs.
- Assure program compliance with applicable Federal and State laws and regulations.
- Administrative and fiscal records using EMR software.
- Attend community meetings to support substance abuse programming throughout the New England area.

Southern New Hampshire Services **2003-2008**
Pre-Placement Program, Manchester, N.H.

Director of a drug and alcohol treatment program for offenders in the criminal justice system.

- Supervision of all staff.
- Administration of all Community Corrections Programs.
- Provided individual and group counseling to clients waiting to enter intensive outpatient or residential programs.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Merrimack County Attorney's Office, Concord, N.H. **1998-2003**
Clinical Director/Masters Licensed Drug and Alcohol Counselor (MLADC)

- Provide chemical dependency evaluations for clients involved in the criminal justice system through the Pre-Trial Services, Diversion and FAST Programs.
- Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Provide training to all staff involving drug and alcohol and mental health issues.

Southern New Hampshire Services

Manchester Academy Program, Manchester, N.H. 1998-2003

Clinical Director of a community based alternative sentencing program for adult offenders.

- Provided substance abuse evaluations to the Court system.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Case management of offenders.

Promoted to Director of the Manchester Academy Program 2003-2008

- Supervision of all staff.
- Maintained administrative and fiscal records.
- Reporting and data compliance for the NH Department of Corrections.

Manchester Academy Program, Manchester, N.H. 1998-2003

Clinical Director of a community based alternative sentencing program for adult offenders.

- Provided substance abuse evaluations to the Court system.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Case management of offenders.

Promoted to Director of the Manchester Academy Program 2003-2008

- Supervision of all staff.
- Maintained administrative and fiscal records.
- Reporting and data compliance for the NH Department of Corrections.

Odyssey Family Center, Canterbury, N.H. 1993-1998

Supervisor at a long-term drug and alcohol treatment program for pregnant and post partum women.

- Supervised direct care staff.
- Provided drug and alcohol treatment services, individual and group counseling.
- Provided intake evaluations and to ease load management.
- Coordinated outreach screening and continuing care services for clients and their children.
- Maintained administrative and fiscal records.

N.H. Department of Corrections, Probation/Parole Field Services 1991-1992

- Set up and co-facilitated counseling support groups for women being paroled to their home communities.
- Counseled women with drug and alcohol issues, parenting issues, financial problems, and domestic violence and sexual abuse issues.
- Made referrals to diverse support groups and worked with women in developing strategies for staying out of the criminal justice system.

N.H. State Prison for Women, Goffstown, N.H. 1987-1993

Internship through Springfield College

- Provided individual counseling and group therapy as a drug and alcohol counselor.
- Performed crisis intervention within the prison system.
- Provided transitional support for women returning to their home communities.

EDUCATION

Psy.D., Forensic Psychology, Eisner Institute, 2009.

Double Masters Degree, Psychology/Human Services Administration, Springfield College, 1998

Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

LICENSE AND CERTIFICATION

Master Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/2017
Clinically certified by the Department of Transportation to perform evaluations (SAP)

CHRISTINE WEBER, LADC

Licensed Alcohol and Drug Abuse Counselor. License #814 since 2010.

EDUCATION:

- Associate Degree in Science in Addiction Counseling. New Hampshire Technical Institute, Concord, New Hampshire.
- Bachelor of Science in Psychology. University of New Hampshire.

AFFILIATIONS:

- 2008-2010 NHADACA Chair of Professional Development Committee
- 2011-2012 NH Center for Excellence Clinical Supervision Collaborative
- Greater Manchester Substance Abuse Collaborative
- NIATx Collaborative
- Concord Hospital Intern: Behavioral Health/Substance Abuse Services.
- Adult Drug Court Planning Initiative
- NH Military Alcohol & Drug Committee

WORK EXPERIENCE:

Serenity Place Crisis Center, Manchester New Hampshire:
Crisis Site Technician: February 2006 to April 2007. Detoxification
Substance Abuse Counselor: April 2007 to November 2008.

R.E.A.P (Resources for Evaluating Alcohol Problems), Manchester New Hampshire:
DWI Aftercare Facilitator: May 2011 to September 2011.

Easter Seals Parnum Center, Manchester New Hampshire:
Residential Substance Abuse Counselor: November 2008 to February 2012.
Outpatient Substance Abuse Counselor: February 2012 to July 2012.

Program Coordinator Concord Office: July 2012 to February 2013

Outpatient Program Coordinator Manchester: February 2013 to June 2013
Other areas of focus: ATR and WITS/VMS Administrator. Domestic Violence

Practice Manager: June 2013 to present



KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Easter Seals NH, Inc.

Name of Program/Service: Manchester Alcoholism Rehabilitation Center

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Larry Gammon, President & CEO	\$367,107	0.00%	\$0.00
Elin Treanor, CFO	\$244,800	0.00%	\$0.00
Nancy Rollins, COO	\$117,000	0.00%	\$0.00
Tina Sharby, CHRO	\$145,656	0.00%	\$0.00
Joseph Emmons, SVP Development	\$120,000	0.00%	\$0.00
Cheryl Wilkie, SVP Substance Abuse Services	\$175,000	25.00%	\$43,750.00
Christine Weber, VP Operations Farnum Center	\$103,000	43.00%	\$44,290.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$88,040.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

6



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council,
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire -- Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

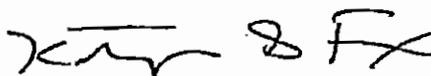
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

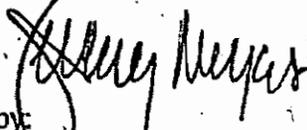
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Substance Use Disorder Treatment And
Recovery Support Services

RFA-2019-BDAS-01-SUBST

RFA Name

RFA Number

Reviewer Names

Bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	440	270	North Country
2. <u>Dismas Home of New Hampshire, Inc.</u>	440	262	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	338	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	328	Capital
5. <u>FITINHH, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	280	Greater Nashua
8. <u>Halo Educational Systems</u>	440	see below*	Upper Valley
9. <u>Headrest</u>	440	283	Upper Valley
10. <u>Hope on Haven Hill Inc.</u>	440	304	Strafford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	394	Greater Nashua
12. <u>North Country Health Consortium</u>	440	325	North Country
13. <u>North Country Health Consortium</u>	440	295	Carrol County
14. <u>Phoenix Houses of New England, Inc.</u>	440	361	Monadnock
15. <u>Seacoast Youth Services</u>	440	215	Seacoast
16. <u>Seacoast Youth Services</u>	440	215	Strafford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	440	370	Strafford
19. <u>West Central Services, Inc.</u>	440	231	Greater Sullivan
20. <u>White Horse Addiction Center, Inc.</u>	440	138**	Carrol County

1. Jamie Powers, Clinical & Recovery Svcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhrl-Health
4. Paul Kieman, Clinical Svcs Spclst, Drug & Alcohol Svcs
5. Abby Shockley, Sr Policy Analyst, Substnc Use Srv, Observer only

*Halo Educational Systems: Application was disqualified as non-responsive.

**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dismas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum

Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County

Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headrest, Inc

Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country

Health Consortium

Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$0	\$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619		\$187,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum

Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364		\$103,364
Sub-total			\$103,364	\$0	\$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			<u>\$2,205,533</u>	<u>\$0</u>	<u>\$2,205,533</u>
Grand Total All			<u>\$3,157,927</u>	<u>\$0</u>	<u>\$3,157,927</u>

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-07)

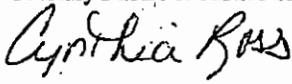
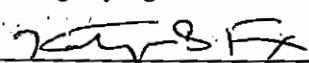
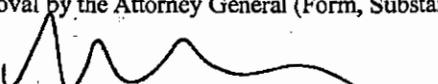
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Alcoholism Rehabilitation Center		1.4 Contractor Address 555 Auburn Street Manchester NH 03103	
1.5 Contractor Phone Number 603-621-3461	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,118,371
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elin Treanor, CFO	
1.13 Acknowledgement: State of NH _____, County of Hillsborough On <u>May 31, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace CYNTHIA ROSS, Notary Public My Commission Expires March 12, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>May 14, 2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State; its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.
- 1.5. The Contractor will provide residential services in facilities located in Franklin and Manchester New Hampshire.

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and



Exhibit A

recovery from alcohol and drug problems. At a minimum, the Contractor must:

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
- 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
- 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
- 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
- 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

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Exhibit A

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- 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
 - 2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
 - 2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
 - 2.3.1.6. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.4. Recovery Support Services



Exhibit A

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- 2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.
- 2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:
- 2.4.2.1. Intensive Case Management
- 2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management requirements for the ASAM level of care.
- 2.4.2.1.2. The Contractor will provide Intensive Case Management by a:
- 2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or
- 2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or
- 2.4.2.1.2.3. Licensed Counselor
- 2.5. Enrolling Clients for Services
- 2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
- 2.5.2. The Contractor must complete intake screenings as follows:
- 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the



Exhibit A

Contractor for Substance Use Disorder Treatment and Recovery Support Services.

- 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
 - 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.6 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
 - 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
 - 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
 - 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



Exhibit A

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



Exhibit A

- 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
- 2.5.8.1.3.2. Recovery support services as needed by the client;
- 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.



Exhibit A

- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

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Exhibit A

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

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Exhibit A

- 2.8.3.1.3. attainable (within the individual's ability to achieve)
- 2.8.3.1.4. realistic (the resources are available to the individual), and
- 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:



Exhibit A

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- 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
 - 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



Exhibit A

compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely



Exhibit A

be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A

- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
- 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
- 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :
- 2.9.1.1. Hepatitis C Virus (HCV)



Exhibit A

- 2.9.1.2. Human Immunodeficiency Virus (HIV)
- 2.9.1.3. Sexually Transmitted Diseases (STD)
- 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

- 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
- 2.10.1.2. Apply to employees, clients and employee or client visitors;
- 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
- 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

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Exhibit A

- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;



Exhibit A

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- 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
- 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.



Exhibit A

- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.



Exhibit A

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A

- 6.1.3.1.7. Restraint; or
- 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and



Exhibit A

- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
- 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
- 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:
- 8.1.1. Days of Cash on Hand:
 - 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments



Exhibit A

on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

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Exhibit A

- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



Exhibit A

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- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
- 4.22.8. Secure storage of staff medications;
- 4.22.9. A client medication policy;
- 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
- 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
- 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.22.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
 - 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
 - 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.

Vendor Name
RFA-2019-BDAS-01-SUBST
Page 8 of 24

Contractor Initials: ES
Date: 5/31/18



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
- 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
- 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.8. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
- 20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment
or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 7, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 7 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing Information: Intensive Case Management Services:
- 6.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 6.2. The Department will not pay for intensive case management provided to a client prior to admission.



Exhibit B

6.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

7. Sliding Fee Scale

7.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

7.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Submitting Charges for Payment

8.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.



Exhibit B

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- 8.1.5. Submit separate batches for each billing month.
- 8.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 8.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. Funds in this contract may not be used to replace funding for a program already funded from another source.
11. The Contractor will keep detailed records of their activities related to Department funded programs and services.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
- 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 14.2.1. Make cash payments to intended recipients of substance abuse services.
- 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for



Exhibit B

Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	15 min



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18
Date


Name: Elin Treanor
Title: CFO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

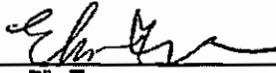
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18
Date


Name: Elin Treanor
Title: CFO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18
Date


Name: Elin Treanor
Title: CFO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

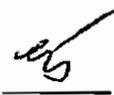
The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials 

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18
Date

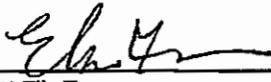

Name: Elin Treanor
Title: CFO

Exhibit G

Contractor Initials 

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18
Date


Name: Elin Treanor
Title: CFO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

Manchester Alcoholism Rehabilitation Center
Name of the Contractor

Elin Treanor
Signature of Authorized Representative

Elin Treanor
Name of Authorized Representative

CFO
Title of Authorized Representative

5/31/18
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements; as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

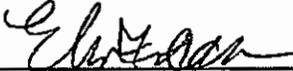
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Manchester Alcoholism Rehabilitation Center

5/31/18
Date


Name: Elin Treanor
Title: CFO

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: 948500285
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative thereof disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-06)

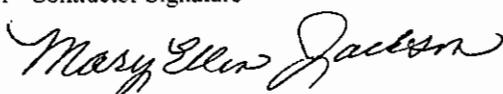
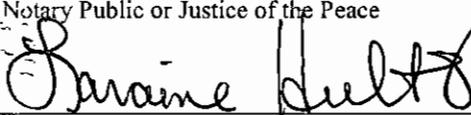
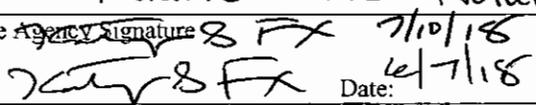
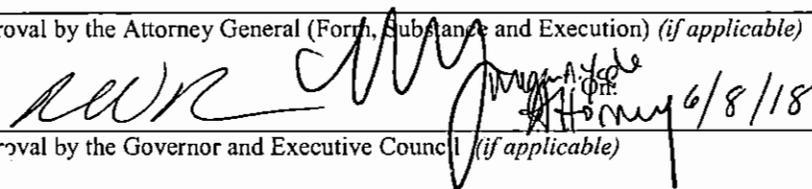
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

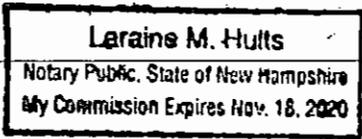
AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Hope on Haven Hill Inc.		1.4 Contractor Address 326 Rochester Hill Road Rochester, NH 03867	
1.5 Contractor Phone Number 603-841-5353	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$278,641
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mary Ellen Jackson Interim Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On: <u>June 4, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Laraine Hults Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  7/9/18			
1.18 Approval by the Governor and Executive Council (if applicable)			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MEJ
Date 10/4/18

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MZJ
Date 6/4/18



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

Handwritten initials in black ink, appearing to be "MEO".

Handwritten date in black ink, "6.28.18".



Exhibit A

-
- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

- 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
- 2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.
- 2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 2.3.1.6. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.

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Exhibit A

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) **and which exceed the minimum case management requirements for the ASAM level of care.**

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.4.2.2. Transportation for Pregnant and Parenting Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation



Exhibit A

passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Pregnant and Parenting Women:

2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with

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- an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
- 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.6 (except for Section 2.3.1.4 Transitional Living) within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3



Exhibit A

- above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the

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Exhibit A

Contractor agency or an alternative provider.
Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

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Exhibit A

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- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
 - 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
 - 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
 - 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
 - 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.



Exhibit A

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- 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
- 2.7. Assistance with Enrolling in Insurance Programs
- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
- 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
- 2.8. Service Delivery Activities and Requirements
- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
- 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM



Exhibit A

(2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
 - 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

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Exhibit A

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- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
 - 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment



Exhibit A

- setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued



Exhibit A

- treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or



Exhibit A

- discharge from treatment, is therefore indicated;
or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
- 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

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Exhibit A

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

6.28.18



Exhibit A

- 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
- 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
- 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

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- 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 - 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
 - 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
 - 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
 - 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
 - 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for



Exhibit A

handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management /services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;



Exhibit A

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- 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
 - 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
 - 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;



Exhibit A

- 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau



Exhibit A

- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

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Exhibit A

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- 8.1.1. Days of Cash on Hand:
- 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 8.1.2. Current Ratio:
- 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 8.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
- 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.



Exhibit A

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- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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Exhibit A

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The corrective action plan shall include:



Exhibit A

- 10.2.1. The action(s) that will be taken to correct each deficiency;
- 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
- 10.2.3. The specific steps and time line for implementing the actions above;
- 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
- 10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

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Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.
- 9. Clinical Services.



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
 - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
 - 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
 - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
 - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
 - 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
 - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
 - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
 - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
 - 21.3. Clients shall be informed of any house policies upon admission to the residence.
 - 21.4. House policies shall be posted and such policies shall be in conformity with this section.
 - 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
 - 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
22. State and Federal Requirements
- 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment
or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.

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Exhibit B

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Transitional Living (See Section 7 below) and
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Charging the Client for Room and Board for Transitional Living Services
 - 6.1. The Contractor may charge the client fees for room and board, in addition to:
 - 6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
 - 6.1.2. The charges to the Department



Exhibit B

6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

7. Charging for Clinical Services under Transitional Living

7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

7.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

8. Additional Billing Information: Intensive Case Management Services:

8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

8.2. The Department will not pay for intensive case management provided to a client prior to admission.



Exhibit B

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- 8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
9. Additional Billing Information: Transportation
- 9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; **or**.
- 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 9.3. The Contractor will invoice the Department according to Department instructions.
10. Charging for Child Care
- 10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, **or**
- 10.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.



Exhibit B

11. Sliding Fee Scale

- 11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.
- 11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 11.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

- 12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:
 - 12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 12.1.5. Submit separate batches for each billing month.



Exhibit B

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- 12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
 - 12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
 13. Funds in this contract may not be used to replace funding for a program already funded from another source.
 14. The Contractor will keep detailed records of their activities related to Department funded programs and services.
 15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
 16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
 17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 17.2.1. Make cash payments to intended recipients of substance abuse services.
 - 17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free



Exhibit B

needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

- 17.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	\$75.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
High-Intensity Residential only for Pregnant and Parenting Women: Room and Board only	\$75.00	Per Day
High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	\$180.00	Per Day
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider

Contractor Initials MEJ
 Date 6.4.18



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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Date 10.4.18



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

[Handwritten Signature]
Date 6.4.18

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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Date 6.4.18



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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Date *6.4.18*



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

June 4 2018
Date

Mary Ellen Jackson
Name: Mary Ellen Jackson
Title: Interim Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Mary Ellen Jackson
Name: MARY ELLEN JACKSON
Title: Public Executive Director

June 4 2018
Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Mary Ellen Jackson
Name: MARY Ellen Jackson
Title: Interim Ex. Director

June 4 2018
Date

MES
Date 6.4.18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

June 4 2018
Date

Contractor Name: *Mary Ellen Jackson*
Name: *Mary Ellen Jackson*
Title: *Train Ex. Director*

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

MJ
Date *6.4.18*



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

June 4 2018
Date

Contractor Name:

Mary Ellen Jackson
Name: *Mary Ellen Jackson*
Title: *Interior Executive Director*

Contractor Initials *MEJ*
Date *6.4.18*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

[Handwritten Signature]
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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

Hope on Haven Hill
Name of the Contractor

Mary Ellen Jackson
Signature of Authorized Representative

Mary Ellen Jackson
Name of Authorized Representative

Interim Executive Director
Title of Authorized Representative

June 4, 2018
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

June 4 2018
Date

Contractor Name:
Mary Ellen Jackson
Name:
MARY ELLEN JACKSON
Title:
Interim Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 080088208
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>Mary Ellen Jackson</u>	Amount: <u>72,000</u>
Name: <u>Johnifer Stout</u>	Amount: <u>72,000</u>
Name: <u>Lindsay Magner</u>	Amount: <u>62,000</u>
Name: <u>Lisa Gauthier</u>	Amount: <u>55,000</u>
Name: <u>Kelsey Martin</u>	Amount: <u>68,000</u>



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



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

[Handwritten Signature]

6.4.18



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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6.4.18



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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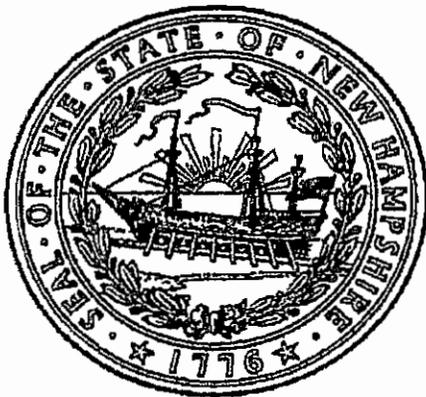
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 735370

Certificate Number: 0004090225



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Colin T. Walker, do hereby certify that:

(Name of elected Officer of the Agency, cannot be a contract signatory.)

1. I am a duly elected ~~Officer~~ of Hope on Haven Hill
Board Member (Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency held on June 3rd, 2018
(Date)

RESOLVED: That the Interim Executive Mary Ellen Jackson
(Title of Contract Signatory)

Is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 6th day of June, 2018.
(date contract signed)

4. Mary Ellen Jackson is the duly elected Interim Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)
of the agency.

Colin Walker
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Rockingham

The forgoing instrument was acknowledged before me this 6 day of June, 2018.

By Colin Walker
(Name of Elected Officer of the Agency)

Kimberly A. St Cyr
Notary Public/Justice of the Peace

Commission Expires: June 21, 2022

Notary Seal:



CERTIFICATE OF VOTE

I, Kevin Irwin, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Hope on Haven Hill
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on: June 28, 2018
(Date)

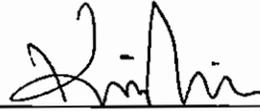
RESOLVED: That the Mary Ellen Jackson, Interim Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 28th day of June, 20 18.
(Date Contract Signed)

4. Mary Ellen Jackson is the duly elected Interim Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 29 day of June, 20 18

By Kevin Irwin
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: 7/24/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, Ext.): (603)293-2791 E-MAIL ADDRESS: fairley@esinsurance.net	FAX (A/C, No): (603)293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED Hope on Haven H.I, Inc. P O Box 1272 Rochester NH 03867	INSURER A: Market	
	INSURER B: New York Marine and General Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES **CERTIFICATE NUMBER:** 17-18 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		HUP2419	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		HUA2420	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		HUU2421	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC201700014763	08/02/2017	08/02/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
A	Professional Liability		HUP2419	08/01/2017	08/01/2018	each wrongful act \$1,000,000 aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured (CGL) if required by signed contract with the named insured.

CERTIFICATE HOLDER State of NH DHHS 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Hope on Haven Hill Mission Statement

Our mission is to nurture the health and recovery of pregnant and post partum women suffering with substance use and challenged by poverty so that they can sustain sobriety and realize their potential as loving parents and healthy community members.



Statement of HHH's Financial Condition



HOPE ON HAVEN HILL

State of New Hampshire
Department of Health and Human Services
Cathy Cormier Contracts & Procurement Unit
129 Pleasant Street
Concord NH 03301

May 10, 2018

Dear Ms. Cormier,

As required by Section 3.1.15, Hope on Haven Hill has submitted Hope on Haven Hill's completed financial audit for FY17 and Form 990s for FY16 and FY17.

Additionally, Hope on Haven Hill has submitted the following uncertified financial documents:

- Year to Date Balance Sheet, as of March 2018
- Year to Date Income Statement, as of March 2018
- Year to Date Statement of Cash Flow, as of March 2018

Under the penalties of unsworn falsification, I attest that the financial statements are correct in all materials respects.

If you have any questions, please contact me directly,

Courtney Tanner, JD/MSW

Executive Director

603-841-5353

HOPE ON HAVEN HILL, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2017

TABLE OF CONTENTS

	<u>Page Number</u>
INDEPENDENT AUDITOR'S REPORT	1
FINANCIAL STATEMENTS	
Statement of Financial Position.	3
Statement of Activities.	4
Statement of Functional Expenses	5
Statement of Cash Flows.	6
Notes to Financial Statements.	7

Sanders & Karcher
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Hope on Haven Hill, Inc.
Rochester, New Hampshire

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization) as of June 30, 2017 which comprise the statement of financial position and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Hope on Haven Hill, Inc.
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Sanders & Karcher

Sanders & Karcher
Portsmouth, New Hampshire
January 5, 2018

HOPE ON HAVEN HILL, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2017

ASSETS

CURRENT ASSETS

Cash	\$ 76,680
Grant receivable	48,568
Prepaid expenses	<u>1,459</u>
Total current assets	126,707

PROPERTY & EQUIPMENT, net of accumulated depreciation of \$4,726	220,846
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OTHER ASSETS

Security deposits	<u>3,800</u>
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TOTAL ASSETS	\$ <u>351,353</u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 5,867
Line of credit, Provident Bank	24,999
Accrued payroll items	<u>31,160</u>
Total current liabilities	62,026

UNRESTRICTED NET ASSETS	<u>289,327</u>
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TOTAL LIABILITIES AND NET ASSETS	\$ <u>351,353</u>
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The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.
STATEMENT OF ACTIVITIES
Year ended June 30, 2017

PUBLIC SUPPORT AND REVENUES:	
PUBLIC SUPPORT	
Government grants and contracts	\$ 564,359
Donations	<u>311,958</u>
Total public support	876,317
REVENUES	
Interest	8
In kind donations	21,582
Miscellaneous sales	<u>620</u>
Total revenues	<u>22,210</u>
Total public support and revenues	898,527
EXPENSES	
Program services	577,310
General and administrative	101,215
Fundraising	746
Total expenses	<u>679,271</u>
INCREASE IN UNRESTRICTED NET ASSETS	219,256
TEMPORARILY RESTRICTED NET ASSETS	
Public support and grants	170,206
Restrictions satisfied by use	(<u>170,206</u>)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>-</u>
INCREASE IN NET ASSETS	219,256
NET ASSETS, Beginning of year	<u>70,071</u>
NET ASSETS, End of year	\$ <u>289,327</u>

The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2017

	Program Services	General and Admin	Fund- Raising	Total
Management salaries	\$ 12,582	\$ 12,582	\$ -	\$ 25,164
Salaries and wages	318,438	39,279	-	357,717
Payroll taxes	30,078	3,718	-	33,796
Employee benefits	22,783	2,816	-	25,599
Professional fees	59,047	5,158	-	64,205
Payroll service fees	2,533	-	-	2,533
Advertising and promotion	1,698	-	-	1,698
Bank fees	-	337	-	337
Retirement service fees	-	2,365	-	2,365
Food	21,408	-	-	21,408
Direct services	22,545	-	-	22,545
Miscellaneous fundraising	-	-	746	746
In kind services	4,251	4,367	-	8,618
Utilities	4,031	1,694	-	5,725
Vehicle expense	3,793	-	-	3,793
Security	568	-	-	568
Rent	21,600	6,400	-	28,000
Repairs and maintenance	6,645	3,475	-	10,120
Insurance	19,628	12,870	-	32,498
Telephone and internet	4,800	326	-	5,126
Website	2,904	1,431	-	4,335
Office and administration	8,029	2,350	-	10,379
Travel expense	2,244	-	-	2,244
Board of director meetings	432	-	-	432
Staff development and training	3,297	-	-	3,297
Licenses and permits	-	1,164	-	1,164
Interest	-	133	-	133
Depreciation	3,976	750	-	4,726
TOTALS	\$ <u>577,310</u>	\$ <u>101,215</u>	\$ <u>746</u>	\$ <u>679,271</u>

The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.
STATEMENT OF CASH FLOWS
Years Ended June 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from public support	\$ 839,249
Cash received from interest	8
Cash received from miscellaneous sales	620
Cash paid for program services	(512,314)
Cash paid for general and administrative expenses	(120,487)
Cash paid for fundraising expenses	(746)
Cash paid for interest	(133)
Net cash provided by operating activities	<u>206,197</u>

CASH FLOWS FROM INVESTING ACTIVITIES	
Cash paid for property and equipment	(224,672)

CASH FLOWS FROM FINANCING ACTIVITIES	
Cash received from borrowings	<u>24,999</u>
Net increase (decrease) in cash	6,524
Cash at beginning of year	<u>70,156</u>

CASH AT END OF YEAR	\$ <u>76,680</u>
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RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES	
Increase in net assets	\$ 219,256

Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation expense	4,726
(Increase) decrease in:	
Grant receivable	(48,568)
Security deposits	(3,800)
Prepaid expenses	(1,459)
Increase (decrease) in:	
Accounts payable	4,882
Accrued payroll items	<u>31,160</u>
Total adjustments	<u>(13,059)</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ <u>206,197</u>
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SUPPLEMENTAL DISCLOSURE	
Non-cash transaction included in investing activities	
Donation of property and equipment	\$ <u>11,500</u>

The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Hope on Haven Hill, Inc. (the organization) was organized November 25, 2015. The organization is a level 3.5 substance use treatment facility serving homeless, pregnant and newly parenting mothers. The organization was established to provide a nurturing therapeutic home environment for women with substance abuse disorder who are seeking recovery by providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advancement in education and life coaching supporting families in their recovery from addiction.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Hope on Haven Hill, Inc. is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and, therefore, has made no provision for federal income tax in the accompanying financial statements. The organization has been determined by the Internal Revenue Service not to be a private foundation.

Financial Statement Presentation

Hope on Haven Hill, Inc. presents its financial statements in accordance with Accounting Standards Codification No. 958-210, "Financial Statements of Not-for-Profit Organizations". Under ASC No. 958-210, Hope on Haven Hill is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. As of June 30, 2017 there were only unrestricted net assets.

Grant Receivable

The Grant Receivable consists of amounts due from the State in support of operations. As of June 30, 2017, management considers the grant receivable to be fully collectible.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent Events

Subsequent events have been evaluated through January 5, 2017 the date the financial statements were available to be issued. Beginning the new fiscal year, the organization has added several new board members and has hired a new Executive Director and bookkeeper.

The line of credit terms with Provident Bank were modified on July 24, 2017 to increase the borrowing limit to \$50,000.

Property and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair market value for those items which have been donated. The cost of improvements is recovered using the straight-line method over estimated useful lives of 10 to 40 years. The cost of vehicles, furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 2 to 10 years. Property and equipment as of June 30, 2017 consisted of the following:

Leasehold improvements	\$ 182,605
Furniture and equipment	13,284
Vehicles	<u>29,683</u>
Total property and equipment	225,571
Less accumulated depreciation	<u>4,726</u>
Property and equipment, net	\$ <u>220,846</u>

Contributions

The Organization records its contributions as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. For the year ended June 30, 2017, donated services were valued at \$8,618.

Donated Property and Equipment

Supplemental cash flows and non cash investing activities consist of donated property and equipment. This property and equipment is valued at fair market value. The organization received a donated van valued at \$11,500.

Functional Allocation of Expenses

The costs of the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

HOPE ON HAVEN HILL, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended June 30, 2017

NOTE B - LINE OF CREDIT

Hope on Haven Hill, Inc. has a \$24,999 revolving line of credit with Provident Bank established to provide working capital support. The agreement requires monthly interest only payments of prime plus 1.5% and is secured by all the business assets. As of June 30, 2017 the interest rate was 5.75% and the outstanding balance was \$24,999. The balance is due in full upon lender's demand.

NOTE C - RELATED PARTY AND LEASING ARRANGEMENT

Hope on Haven Hill, Inc. entered into an operating lease with a former Executive Director (see Note A - Subsequent Events) to rent a residential home in Rochester owned by her as the care facility. The term of the lease is for twenty years with rent of \$2,200 per month and a 2.5% increase every five years. This lease includes an option to purchase the residence at any time at fair market value to be determined by the average of two independent appraisals.

The Organization is leasing office space from an unrelated party in Somersworth, New Hampshire which began March 1, 2017. The lease is for a two year term and requires a monthly payment of \$1,600.

Future minimum lease payments are as follows for the years ended June 30,

2018.	\$ 45,600
2019.	39,200
2020.	26,400
2021.	26,400
2022.	26,840

NOTE D - ACCRUED PAYROLL ITEMS

For the year ended June 30, 2017, accrued payroll items consisted of the following:

Payroll and payroll taxes	\$ 18,969
Earned time	<u>12,191</u>
Totals	\$ <u>31,160</u>

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2017

NOTE E - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets represent contributions received, which are restricted to expense as designated by the donors. There were \$170,206 temporarily restricted net assets that were released from donor restrictions by incurring expenses satisfying the restricted purposes for the year ending December 31, 2017.

NOTE F - CONCENTRATION OF CREDIT RISK

As of June 30, 2017, Hope on Haven Hill has no cash balance held by a bank in excess of the amount insured by the Federal Deposit Insurance Corporation.

Hope on Haven Hill derived approximately 64% of its operating revenue from government agencies.

NOTE G - RISK CONCENTRATION AND ECONOMIC DEPENDENCE

Home on Haven Hill, Inc. derives significant revenue from grants and contracts with other nonprofit organizations and government agencies. Continuation of certain programs is dependent upon such revenues.

NOTE H - CONTRACTS, FEES AND GRANTS FROM GOVERNMENT AGENCIES

Hope on Haven Hill, Inc. receives money under various state and federal contracts and grants. Under the terms of these grants, the Organization is required to use the funds within the grant period for purposes specified in the contract. If expenditures of the grant were found not to have been made in compliance with the contract, the Organization is required to repay the grantors' funds. Because specific amounts, if any, have not been determined by grantor agency audits or assessed as of June 30, 2017, no provision has been made for this contingency.

Contracts, fees and grants from government agencies consist of the following for the year ended June 30, 2017:

Department of Health and Human Services	\$ 461,903
City of Rochester, CDBG	<u>102,456</u>
 TOTAL	 \$ <u>564,359</u>

Form **8879-EO**

IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

For calendar year 2016, or fiscal year beginning 7/01 2016, and ending 6/30 20 17

▶ Do not send to the IRS. Keep for your records.

▶ Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo.

2016

Department of the Treasury
Internal Revenue Service

Name of exempt organization

HOPE ON HAVEN HILL, INC.

Employer identification number

47-4623824

Name and title of officer

**MICHAEL MURPHY CPA
TREASURER**

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a Form 990 check here	<input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	<u>898,527</u>
2a Form 990-EZ check here	<input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here	<input type="checkbox"/>	b Balance Due (Form 8868, line 3c)	5b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2016 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize MURPHY, POWERS & WILSON CPAS, PC to enter my PIN 33333 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature

Date 03/19/18

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

02056311111

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature

Date 03/19/18

ERO Must Retain This Form — See Instructions

Do Not Submit This Form To the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2016)

**MURPHY, POWERS & WILSON CPAs, PC
ONE MERRILL INDUSTRIAL DRIVE
HAMPTON, NH 03842-1942
603-926-8063**

March 19, 2018

CONFIDENTIAL

HOPE ON HAVEN HILL, INC.
326 ROCHESTER HILL RD. PO BOX 1272
ROCHESTER, NH 03867

Dear Meredith:

We have prepared the following returns from information provided by you without verification or audit.

Return of Organization Exempt From Income Tax (Form 990)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

MURPHY, POWERS & WILSON CPAs, PC

Filing Instructions

HOPE ON HAVEN HILL, INC.

Exempt Organization Tax Return

Taxable Year Ended June 30, 2017

Date Due: May 15, 2018

Remittance: None is required. Your Form 990 for the tax year ended 6/30/17 shows no balance due.

Signature: You are using a Personal Identification Number (PIN) for signing your return electronically. Sign the IRS e-file Authorization and mail it as soon as possible to:

MURPHY, POWERS & WILSON CPAs, PC
ONE MERRILL INDUSTRIAL DRIVE
HAMPTON, NH 03842-1942

Other: Your return is being filed electronically with the IRS and is not required to be mailed. Mailing a paper copy of your return to the IRS will delay the processing of your return.

HOPE ON HAVEN HILL BOARD OF TRUSTEES 2018				
Kevin Irwin	Chairman	Goodwin Community Health	311 NH-108	Somersworth, NH
Sarah Landres, Esq.		Public Defender Program	15 4th St	Dover NH
Michael Murphy CPA	Treasurer	Murphy Powers & Wilson	1 Merrill Industrial Dr	Hampton NH
Joseph Hannon MD			1 Thornton Lane	Lee NH
Kathleen Routhier RN	Secretary	Wentworth Douglas Hospital	789 Central Ave	Dover NH
Jack Buckley				
Colin Walker				
Mary Ellen Jackson		Interi, Executive Director	350 Ridge Rd	York ME

Mary Ellen Jackson

Career Objectives

To assume a leadership position within an organization dedicated to advancing the common good through innovation, leadership and collaboration.

To bring my experience, knowledge and leadership strengths into play to support the success of an collaborative team pursuing a shared vision.

To be part of a focused strategy designed to improve the overall health and vitality of families and communities in the state of Maine and beyond.

Employment

President and CEO of the NH Center for Nonprofits

2005-2015

Led the transformation of a 30 year-old association of nonprofits from an outdated trade center into a vibrant center for nonprofit advocacy and leadership development.

This role demanded visionary leadership, intense collaboration, innovative project development, fiscal management and strategy, fund raising, board development and the capacity to foster unity in the nonprofit sector and spearhead strategies to elevate the sectors visibility.

Milestones included quadrupling membership, writing several nationally recognized impact reports, establishment of an innovative online shared resource platform and a suite of relevant ongoing educational and convening opportunities for nonprofit leaders.

In addition, strategic and intentional partnerships were formed with more than 30 foundation leaders, individual donors, The Business and Industry Association, the Colleges and University Council, NH Hospital Association and multiple government agencies and networks of nonprofits.

Executive Director of FamilyStrength

2003-2005

Oversaw a \$1.5 million statewide behavioral health organization, which was in the midst of a turn-around and eventual merger. This experience involved bringing the board and staff to a consensus on what was best for the mission and then what was best for the organization and staff. I led an intense period of analysis, organizational assessment, staff coaching and board leadership development and decision-making. The end result was a merger.

Executive Director, Family Resource Center of Strafford County

1993-2003

Led the second phase of lifecycle development for the Family Resource Center, which focused on child abuse prevention and early literacy. I was responsible for bringing the organization from a \$250,000 budget to a \$1.5 million budget with a regional footprint. Developed partnerships with a broad range of community and foundation leaders, donors, school system officials, parents, health care leaders and business partners to and achieve measureable impact. Award winning program.

Regional Program Director of Tri-State Mediation**1994-2003**

Developed and implemented mediation programs for junior high students in three regional schools in southern NH. Worked closely with the faculty, students and area resource providers to support the success of youth to develop alternative dispute resolution skills.

Owner of small family business in Maine**1984-1994**

For ten years co-owned and operated a regional garden center and landscaping company.

Adjunct Faculty , University of NH Thompson School**2000-2005**

Taught grant writing, fundraising and nonprofit management at UNH as time and need permits.

Paralegal: Law Firm of Thornton and Early, Boston Ma.**1981-1984**

Worked with victims of mesothelioma and helped prepare them as witnesses. Clients involved pipefitters living throughout Maine and NH who were victims of toxic products, specifically asbestos.

Education

Masters Degree in Organizational Management, New England College

Bachelors Degree in Journalism, University of New Hampshire

16 Credit Certification in Mediation, UNH

Leadership and Management Certificate Program, Kellogg School of Management, Chicago

Awards and Recognitions

One of 25 People Shaping New Hampshire's Future: Business NH Magazine Recognition

Outstanding Women of the Year, Keene State College

Citizenship and Leadership Award 2012- Citizens Bank NH

The NH Advantage Award- Business and Industry Association

Recognized multiple years as one of New Hampshire's Most Influential Leaders; NH Magazine

Nonprofit Business of the Year: Business NH Magazine

Board Service and Speaking Engagements

Currently serve as an officer on the National Council of Nonprofits, Washington, DC.

NH Fiscal Policy Center Board, United Way of the Greater Seacoast Board, Strafford County Network Board, Dover Rotary Board, Family Support NH Board, NH Alcohol and Drug Abuse Commission.

Recent speaking engagements: National Volunteer Association Annual Conference, National Council of Nonprofits Members Conference, Maine Association of Nonprofits Leadership Forum, Regional Association of Land Trusts, Association of Safety Councils, Service Providers of New England, Council for the Arts in New Hampshire, Boys and Girls Club of Southern New Hampshire, Network of Family Support Organizations, Leading Age Maine and NH, NH Public Defenders Board, New Futures Forum.

Jennifer Stout

Work Experience

Clinical Director

Hope on Haven Hill - Rochester, NH

September 2016 to Present

As a founding member of this organization, worked to build structure and programming from the ground up. Worked to develop policies and procedures, train staff, and develop curriculum for an 8-bed residential facility treating substance use and co-occurring disorders for pregnant and parenting women that opened 12/16. Currently oversee programming and facilitate treatment at 3 levels of care including residential, intensive outpatient, and outpatient individual and group therapy. Carry a caseload of individual clients and offer specific interventions for trauma treatment including EMDR. Supervise clinical staff towards licensure.

Intensive Outpatient Director

Goodwin Community Health - Somersworth, NH

March 2016 to September 2016

Worked with agency staff to design and implement an Intensive Outpatient program at Goodwin Community Health to treat co-occurring disorders. Developed a curriculum for a 3-phased program. Work with community agencies including hospitals, corrections, and health centers to screen, assess, and admit clients into the program, monitor their progress, and develop a plan for completion.

Therapist

ROAD To a Better Life - Somersworth, NH

June 2014 to June 2016

Provided initial assessment and treatment planning for clients participating in Suboxone treatment program.

Maintained a caseload of individual therapy clients diagnosed with co-occurring disorders. Planned and facilitated 3-4 therapy groups per week, including gender specific programming for women, exploring topics such as the science of addiction, relapse prevention, recovery skills and healthy relationships.

Substance Abuse and Mental Health Counselor

Manchester Community Health Center - Manchester, NH

March 2015 to March 2016

Provided individual assessment and treatment for individuals with mental health and substance use disorders in a community health care setting. Provide brief and longer term counseling, as well as specialized substance abuse and trauma treatment to clients as appropriate, including Seeking Safety,

DBT, and Progressive Counting. Work with medical staff, interpreters, nutritionists and community workers to provide integrated care for a diverse population.
Supervise clinicians towards MLADC certification.

Substance Abuse Counselor

Families First, Healthcare for the Homeless - Portsmouth, NH

September 2010 to June 2014

Provided individual and group substance abuse counseling in the community to individuals who were homeless. Worked closely with medical and care coordination staff on the mobile health care van to meet and offer services to clients in a timely manner. Offered assessment, treatment planning and ongoing counseling using motivational interviewing, cognitive behavioral, DBT, and trauma-informed approaches. Offered crisis intervention services as needed, often working closely with other local agencies to respond best to clients needs.

Clinical Case Manager, Crisis Clinician

Counseling Services Inc - Biddeford, ME

September 2004 to August 2010

-Clinician, Crisis Response Services: Provided telephone support and assessment, as well as face-to-face assessments for adults and children experiencing psychiatric emergencies. Work with clients, agency supervisors and psychiatrists to create a disposition that maintains client safety in the least restrictive setting.

-Clinical Case Manager: Provided supportive counseling and case management services to adults with severe and persistent mental illness. As member of Intensive Community Integration team, worked with clients needing a high level of care. Facilitated family meetings, provided crisis intervention services, took part in weekly multi-disciplinary team meeting. Co-facilitated skills building and activity group weekly.

Education

MSW

Boston University - Boston, MA

September 2002 to May 2006

Master's in Sociology

University of Pennsylvania - Philadelphia, PA

September 1999 to January 2002

Bachelor's in Sociology

Haverford College - Haverford, PA

September 1993 to May 1997

Skills

Trained in DBT, EMDR Basic level, CBT

Trainings/ Presentations:

Home Visitor Conference, DHHS, NH, 2014: "The Impact of Adverse Childhood Experiences on Home Visiting in New Hampshire".

National Healthcare for the Homeless Annual Conference, 2014: "Understanding Homelessness, Adverse Childhood Experiences, and High Risk Behaviors".

Staff Training, Trauma-Informed Care, Ethics, and Healthy Boundaries: Crossroads House, Portsmouth NH, 2015, 2016, 2017.

Parkland Medical Center Behavioral Health Unit, Lunch and Learn: "Trauma Informed Care and Understanding Challenging Behaviors", 2017.

New Hampshire Addiction Summit, "Understanding High Risk Behaviors and Providing Trauma-Informed Care", 2017.

Mass General Hospital Institute of Health Professionals: "Trauma-Informed Care for Nurses", 2016, 2017.

UNH Department of Professional Development: "Trauma-Informed Care Training", Full-Day Training for Clinicians and School Professionals, 2017, 2018.

Certifications/Licenses

LICSW, July 2018

MLADC, June 2018

**CCTP (Certified Clinical
Trauma Professional)**

pending

Kerrylee Norton, RN

Knorton@hopeonhavenhill.org

Work Experience

Dates Employed

7/1/15-Present

Program Director/Co-founder

Hope on Haven Hill, Rochester NH

Co-Founder of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Varlance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Men and Women who reach out to us while unable to access care in NH and assist them with getting support and treatment. After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.

11/2008-11/13/2015

RN

Garrison Women's Health Center, Dover NH

Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to triaging all patient calls, New Prenatal OB intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.

1/2006-4/2010

RN, CPSN

Atlantic Plastic Surgical Center, Portsmouth NH

All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.

5/1994-10/2008

Maternal Child Health RN/Resource Nurse

Portsmouth Regional Hospital, Portsmouth NH

All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP Instructor, PALS instructor, Resource/Charge Nurse and Staff orientation.

1/2002-1/2005

Pediatric Nurse

Portsmouth Pediatric Associates, Portsmouth NH

Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends I became very competent in all facets of pediatric care and emergencies.

1/2002-1/2005

Triage Nurse and Childbirth Educator

Harbour Women's Health, Portsmouth NH

Triaged all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with infertility patients. Taught and coordinated all Childbirth Education programs.

5/1993-5/1995

Triage Nurse

York OB-GYN Associates, York Me

Triage all patient concerns and assist physicians with patient care.

9/1993-5/1994

Substitute School Nurse

SAD 60, Berwick ME

Substitute School Nurse in SAD 60. Worked in all School. Elementary, Middle School and High School.

Past and Present Certifications:

NRP, BCLS, ACLS, CPSN And STABLE. Maine State Registered Nurse, License compact state.

References upon request

Lindsey K. Mogren, MSW, LICSW

AREAS OF INTEREST

Maternal and Perinatal Health

Substance Abuse and Substance Exposed Newborns

Medical Social Work

Child Welfare and Development

Public Health

Clinical Assessment and Planning

Counseling

PERSONAL SKILLS

Strong Writing and Assessment

Effective Communication

Excellent Organizational Skills

Strategic Planning and Implementation

Maintaining Professional Relationships

EDUCATION

University of New Hampshire, Durham, NH
Master of Social Work, 2008, Clinical Track

University of New Hampshire, Durham, NH
Bachelor of Science in Business Administration, 2003

PROFESSIONAL CLINICAL EXPERIENCE

Anna Jaques Hospital, Newburyport, MA
Clinical Social Worker - 2010-Present

Provide social work intervention to patients on the Birth Center and Neonatal Care Center, as well as the outpatient OB Practice.

- Developed and implemented program to serve pregnant women with substance use disorder during both the prenatal and immediate postnatal period. Program includes prenatal assessment and treatment planning, weekly support group, brief intervention and referral to treatment, relapse prevention and recovery planning.
- Coordinate aftercare plan to include referrals to appropriate community resources and agencies based on needs of patients. Includes ongoing collaboration with agencies to facilitate success in the community, such as Early Intervention, Department of Children and Families, Visiting Nurse Agency, etc.
- Track metrics of grant funded project to demonstrate impact and need for future funding.

Counseling Services Inc, Crisis Response Team, Biddeford, ME
Crisis Response Clinician - 2008-2010

Worked as a member of the countywide crisis response team to provide crisis intervention, assessment, and referral to identified clients. Worked as part of a clinical team to provide intervention to those in psychiatric emergency, and to help coordinate a plan of care that would address their emergent needs.

- Conducted thorough psychosocial assessments with mental health consumers in crisis; assessments performed in hospitals, in the community, and at agency office.
- Collaborated as part of a multi-disciplinary team that includes other mental health professionals in the field, nursing staff, psychiatrists, child protective services, school representatives, and the legal system, to determine and facilitate referrals to the most appropriate level of care for clients, including obtaining prior authorization when necessary.
- Utilized knowledge of community resources to make appropriate referrals for clients, including mental health and substance abuse intervention and treatment.
- Provided brief therapy and supportive services to consumers and their families, in person and over the crisis hotline, to consumers utilizing crisis services.

Wentworth-Douglass Hospital, Dover, NH
Clinical Social Worker; per diem – 2008-2009

As a per diem social worker in a hospital providing comprehensive care, this position required the flexibility and ability to adapt to multiple units with different populations and need.

- Participated in multi-disciplinary team to facilitate discharge planning for patients, including appropriate community referrals and coordination of care, advance care planning, palliative care, and the provision of financial and community resources.
- Completed psychosocial assessments and provide support to patients and their families as needs dictate.
- Coordinated with collateral agencies and facilities to ensure continuum of care for patients.

Spring Harbor Hospital, Westbrook, ME
Psychiatric Social Work Intern; Adolescent Unit – Fall 2007-Spring 2008

Advanced clinical internship placement, which allowed the opportunity for clinical assessment, intervention, and discharge planning. This position provided a framework for clinical assessment and diagnostic work in a psychiatric setting.

- Completed psychosocial social work assessments for incoming adolescents.
- Facilitated weekly social work group focused on developing empathy, strengths, communication, social skills, and symptom reduction.
- Provided supportive brief therapy to adolescents and their families
- Worked as a member of an interdisciplinary team to differentially diagnose, develop appropriate treatment plans, and provide comprehensive treatment and discharge planning
- Coordinated aftercare services with outpatient providers

Wentworth-Douglass Hospital, Dover, NH
Patient Advocate – 2007

- Advocated on behalf of patients' interests in regards to their care.
- Provided support to patients and their families while in the hospital.
- Documented and investigated patient and family feedback and complaints as part of the performance improvement process.

INSTRUCTIONAL EXPERIENCE

University of New Hampshire, Durham NH, 2016 - present
Adjunct Faculty – College of Health and Human Services, Department of Social Work

- Field Seminar Instructor – Online
- MSW Intern Field Liaison
- MSW Field Supervisor

Granite State College, Portsmouth, NH and Rochester, NH, 2015-2016

Adjunct Faculty – School of Health and Human Services

- Helping and the Human Services – Online
- The Psychology of Organizational Stress – Face to Face
- Human Development - Online

LICENSURE

LICSW – State of Massachusetts
License Eligible in all other states

REFERENCES

Alison Sekelsky, RN, MSN
Phone: 978-463-1060
asekelsky@ajh.org

Yvette Bailey, RN, MBA, CCM
Phone: 978-463-1166
ybailey@ajh.org

Jennifer Goodwin, MSW, LCSW
Phone: (207)205-5741
Email: jgoodwinlcsw@gmail.com

Trish Cox, M.S. Ed, MSW, CCLS
Phone: 603-686-9407
Email: Trish.cox@unh.edu

LISA GAUTHIER

Objective: To obtain a position in the field of social service dealing with individuals and families. Great problem solving skills and strong work ethic with 9 years experience in healthcare ready to contribute my knowledge and experience to the field of social work.

CORE STRENGTHS

- Ability to analyze, discuss, detect, observe and solve difficult social issues
- Patience, love and keen interest in helping individuals and oppressed populations
- Ability to develop good relationships with clients
- Possess effective communication skills
- Ability to handle pressure and work independently
- Know-how to keep sensitive information confidential
- Ability to utilize theories and practice model appropriately

FIELD EXPERIENCE

Frisbie Memorial Hospital, Rochester, NH

Care Management Department, GeroPsychiatry

September, 2016 – April, 2017

- Communicate and collaborated with members of the healthcare team as well as patients to help plan for treatment
- Participated in patient and family meetings to resolve issues surrounding in-hospital and post-hospital care
- Conducted Admission Assessment on incoming patients and developed a treatment plan related to their social service issues
- Conducted group work with patients on the geropsychiatry unit utilizing Cognitive Behavioral Therapy techniques
- Worked in relation with other social service agencies throughout the state and some out of state agencies to acquire service and assistance that patients needed
- Participated in Care Coordination Rounds
- Provided education to patient and families in regards to social services that they have been set up with
- Maintained accurate, thorough, narrative documentation on patients
- Developed discharge plans for patients

WORK EXPERIENCE

Frisbie Memorial Hospital Rochester, NH

Licensed Nursing Assistant November 2010 - Present

- Assists RN with data collection on admission and throughout the patients hospitalization
- Collects specimens and assists in the performance of procedures within the scope of practice of an LNA

- Observes and reports patients needs and responses
- Demonstrates good judgment in analyzing facts and conditions to determine what actions should be taken or reported to the RN.
- Assists in the admission, transfer, and discharge process of patients.
- Performs all duties maintaining patient confidentiality, privacy, and respect.

Interventional Spine Medicine Barrington, NH

Administrative Assistant/ Case Manager March 2008 - November 2011

- Payroll
- Human resources (new hire)
- Credentialing for Physicians in the office
- Maintain medical records and referrals
- Case management
- Providing information for patients to receive outside services in relation to their condition.

Hyder Family Hospice Dover, NH

Licensed Nursing Assistant March 2009 - April 2013

- Provide comfort to patients and their families
- Provided support for patients and their families in regards to patients last requests
- Provided end of life care while maintaining the respect and dignity of the patients.

EDUCATION

Granite State College Concord, NH

Bachelors of Science: Healthcare Administration/Gerontology, June 2008

University of New England Biddeford, ME

Masters of Clinical Social Work, May, 2017

Organizations

Member of the National Association of Social Workers, 2015

DE

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Hope on Haven Hill

Name of Program/Service:

Residential Treatment, Recovery I and Outpatient Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Mary E Jackson, Interim Executive Director (one year)	\$72,000	30.00%	\$21,600.00
Jennifer Stout, LADAC, MSW Clinical Director	\$72,000	40.00%	\$28,800.00
Kerry Norton, RN, Program Director	\$68,000	40.00%	\$27,200.00
Faith Anne Blue, Recovery Worker Certified	\$32,000	60.00%	\$19,200.00
Adelle Robinson, Recovery Worker	\$28,000	60.00%	\$16,800.00
Lindsey Mogren, MSW	\$62,000	30.00%	\$18,600.00
Lisa Gauthier, MSE	\$55,000	30.00%	\$16,500.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$148,700.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 12, in its entirety.

The rest of this page left intentionally blank.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/3/18
Date

[Signature]
Katja S. Fox
Director

North Country Health Consortium

6/27/18
Date

[Signature]
Name: Nancy Frank
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on June 27, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Tracy A. Page, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 09/18/2018
TRACY A. PAGE
Notary Public - New Hampshire
My Commission Expires September 18, 2018

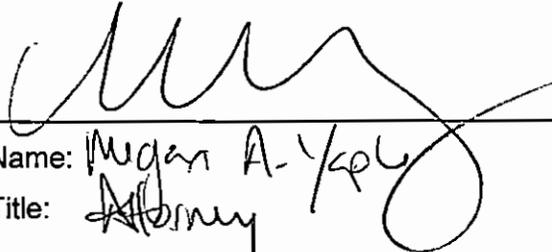


**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/9/18
Date


Name: Megan A. Kelly
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

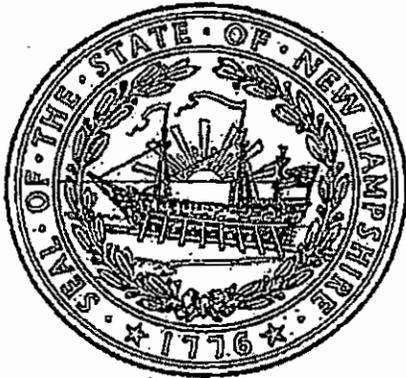
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 05, 1998. 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: 301456

Certificate Number : 0004083399



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. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Edward D Shanshala, II, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of North Country Health Consortium.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on April 13, 2018 :
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 27th day of June, 2018.
(Date Amendment Signed)

4. Nancy Frank is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

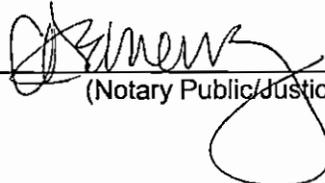

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 27th day of June, 2018.

By Edward D Shanshala, II
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

CAROL A. HEMENWAY, Notary Public
My Commission Expires October 21, 2020

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584		CONTACT NAME: Patricia Emery PHONE (A/C, No, Ext): (603) 788-2555 FAX (A/C, No): (603) 788-3901 E-MAIL ADDRESS: pemory@gms-ins.com	
INSURED North Country Health Consortium Inc 262 Cottage Street, Suite 230 Littleton NH 03561		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: MMG Insurance INSURER C: Eastern Alliance Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1811809248 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1755787	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CON/OP AGG \$ 2,000,000 Professional Liability \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		KA12917940	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB612289	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	01-0000114697-00	01/01/2018	01/01/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Health Consortium
 NH Worker's Compensation--Excluded officers are Ed Shanshala, Russell Keene, Nancy Bishop

CERTIFICATE HOLDER NH Department of Health & Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



North Country Health Consortium Mission Statement:

"To lead innovative collaboration to improve the health status of the region."

The North Country Health Consortium (NCHC) is a non-profit 501(c)3 rural health network, created in 1997, as a vehicle for addressing common issues through collaboration among health and human service providers serving Northern New Hampshire.

NCHC is engaged in activities for:

- Solving common problems and facilitating regional solutions
- Creating and facilitating services and programs to improve population health status
- Health professional training, continuing education and management services to encourage sustainability of the health care infrastructure
- Increasing capacity for local public health essential services
- Increasing access to health care for underserved and uninsured residents of Northern New Hampshire.



**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2017 AND 2016



CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT	1 and 2
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities and Changes in Net Assets	4
Consolidated Statements of Functional Expenses	5 and 6
Consolidated Statements of Cash Flows	7
Notes to Consolidated Financial Statements	8 - 15
ADDITIONAL REQUIRED REPORTS	
Schedule of Expenditures of Federal Awards	16
Notes to Schedule of Expenditures of Federal Awards	17
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements in Accordance With <i>Government Auditing Standards</i>	18 and 19
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance	20 and 21
Schedule of Findings and Questioned Costs	22
Summary Schedule of Prior Audit Findings	23

A.M. PEISCH & COMPANY, LLP
SINCE 1920

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2017 and 2016, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances; but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

- 1 -

offices

401 Water Tower Circle
Suite 302
Colchester, VT 05446
(802) 654-7255

P.O. Box 326
Rutland, VT 05702
(802) 773-2721

30 Congress Street
Suite 201
St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road
Suite 402
West Lebanon, NH 03784
(603) 306-0100

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 9, 2018 on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.

St. Albans, Vermont
March 9, 2018
VT Reg. No. 92-0000102

A. M. Peirce & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2017 AND 2016

ASSETS	2017	2016
Current Assets		
Cash and cash equivalents	\$ 1,075,410	\$ 985,845
Accounts receivable, net		
Grants and contracts	548,391	340,530
Dental services	864	9,284
Certificates of deposit	125,540	112,602
Prepaid expenses	9,960	35,326
Restricted cash - IDN	1,021,388	813,235
Total Current Assets	<u>2,781,553</u>	<u>2,296,822</u>
Property and Equipment:		
Computers and equipment	147,392	76,178
Dental equipment	32,808	71,332
Furnitures and fixtures	30,045	32,257
Vehicles	18,677	18,677
Accumulated depreciation	<u>(137,253)</u>	<u>(156,770)</u>
Property and Equipment, Net	<u>91,669</u>	<u>41,674</u>
Other Assets		
Restricted cash - IDN	1,200,000	1,600,000
Certificate of deposit	-	12,418
Total Other Assets	<u>1,200,000</u>	<u>1,612,418</u>
Total Assets	<u>\$ 4,073,222</u>	<u>\$ 3,950,914</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 105,345	\$ 63,105
Accrued expenses	6,921	7,908
Accrued wages and related liabilities	154,454	97,381
Deferred revenue	<u>1,185,265</u>	<u>979,869</u>
Total Current Liabilities	<u>1,451,985</u>	<u>1,148,263</u>
Long-Term Liabilities		
Deferred revenue - Long term portion	<u>1,200,000</u>	<u>1,600,000</u>
Total Long-Term Liabilities	<u>1,200,000</u>	<u>1,600,000</u>
Total Liabilities	<u>2,651,985</u>	<u>2,748,263</u>
NET ASSETS		
Unrestricted	<u>1,421,237</u>	<u>1,202,651</u>
Total Net Assets	<u>1,421,237</u>	<u>1,202,651</u>
Total Liabilities and Net Assets	<u>\$ 4,073,222</u>	<u>\$ 3,950,914</u>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016**

	2017	2016
Support:		
Grant and contract revenue	<u>\$ 3,493,136</u>	<u>\$ 1,874,936</u>
Revenue:		
Dental patient revenue	121,784	165,687
Fees for programs and services	100,602	182,432
Interest income	5,554	1,528
Other income	2,594	3,056
Total Revenue	<u>230,534</u>	<u>352,703</u>
Total Support and Revenue	<u>3,723,670</u>	<u>2,227,639</u>
Program Expenses:		
Workforce	2,011,467	783,820
Public health	165,264	178,311
Molar	279,213	354,191
CSAP	772,056	452,829
North Country ACO	-	69,353
Total Program Expenses	<u>3,228,000</u>	<u>1,838,504</u>
Management and General	<u>275,938</u>	<u>170,747</u>
Total Expenses	<u>3,503,938</u>	<u>2,009,251</u>
Gain (loss) on sale of property and equipment	<u>(1,146)</u>	<u>-</u>
Change in Net Assets	218,586	218,388
NET ASSETS, Beginning of the Year	<u>1,202,651</u>	<u>984,263</u>
NET ASSETS, End of the Year	<u>\$ 1,421,237</u>	<u>\$ 1,202,651</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Workforce</u>	<u>Public Health</u>	<u>Molar</u>	<u>CSAP</u>	<u>Total Program</u>	<u>Mt</u>
Personnel:						
Salaries	\$ 902,285	\$ 72,003	\$ 141,659	\$ 271,561	\$ 1,387,508	\$
Payroll taxes and employee benefits	158,395	12,821	26,335	46,652	244,203	
Subtotal	<u>1,060,680</u>	<u>84,824</u>	<u>167,994</u>	<u>318,213</u>	<u>1,631,711</u>	
Site Expenses:						
Computer supplies	17,098	1,570	5,135	4,920	28,723	
Medical and pharmacy supplies	673,678	61,473	70,399	354,919	1,160,469	
Office supplies	17,744	2,588	1,407	9,570	31,509	
Subtotal	<u>708,520</u>	<u>65,631</u>	<u>76,941</u>	<u>369,409</u>	<u>1,220,501</u>	
General:						
Depreciation	-	-	7,095	-	7,095	
Dues and memberships	5,185	35	9	9,871	15,100	
Education and training	4,635	150	1,514	1,730	8,029	
Equipment and maintenance	270	-	468	-	738	
Rent and occupancy	39,647	3,279	6,881	11,180	60,987	
Insurance	5,716	940	1,601	1,609	9,866	
Miscellaneous	-	-	-	-	-	
Payroll processing fees	-	-	-	592	592	
Postage	2,007	146	348	722	3,223	
Printing	3,805	671	1,506	5,276	11,258	
Professional fees	27,639	1,601	4,872	11,890	46,002	
Training fees and supplies	94,846	3,062	407	11,024	109,339	
Travel	48,119	3,885	3,585	27,635	83,224	
Telephone	10,398	1,040	975	2,105	14,518	
Vehicle expense	-	-	5,017	800	5,817	
Subtotal	<u>242,267</u>	<u>14,809</u>	<u>34,278</u>	<u>84,434</u>	<u>375,788</u>	
Total Expenses	<u>\$ 2,011,467</u>	<u>\$ 165,264</u>	<u>\$ 279,213</u>	<u>\$ 772,056</u>	<u>\$ 3,228,000</u>	<u>\$</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2016

	<u>Workforce</u>	<u>Public Health</u>	<u>Molar</u>	<u>CSAP</u>	<u>North Country ACO</u>	<u>Total Program</u>
Personnel:						
Salaries	\$ 388,374	\$ 83,406	\$ 183,302	\$ 197,310	\$ 29,937	\$ 882,329
Payroll taxes and employee benefits	60,863	14,848	31,030	32,395	4,700	143,836
Subtotal	<u>449,237</u>	<u>98,254</u>	<u>214,332</u>	<u>229,705</u>	<u>34,637</u>	<u>1,026,165</u>
Site Expenses:						
Computer supplies	10,515	2,723	7,751	6,122	579	27,690
Medical and pharmacy supplies	169,370	52,704	90,443	134,053	-	446,570
Office supplies	15,395	1,427	2,279	7,585	203	26,889
Subtotal	<u>195,280</u>	<u>56,854</u>	<u>100,473</u>	<u>147,760</u>	<u>782</u>	<u>501,149</u>
General:						
Bad debt	-	-	(976)	-	-	(976)
Depreciation	-	-	6,616	-	-	6,616
Dues and memberships	4,598	40	20	25	-	4,683
Education and training	4,636	1,370	1,192	370	-	7,568
Equipment and maintenance	11,410	-	150	-	-	11,560
Rent and occupancy	23,937	6,347	12,765	12,936	1,850	57,835
Insurance	2,870	1,305	2,622	1,827	131	8,755
Miscellaneous	25	-	-	-	-	25
Data collection contract	-	-	-	-	25,667	25,667
Payroll processing fees	-	-	-	-	-	-
Postage	923	256	590	498	79	2,346
Printing	2,795	1,593	1,799	1,375	239	7,801
Professional fees	8,460	4,281	6,808	4,930	5,528	30,007
Training fees and supplies	60,878	1,751	527	40,228	-	103,384
Travel	16,133	5,144	1,886	11,166	378	34,707
Telephone	2,638	1,116	1,568	2,009	62	7,393
Vehicle expense	-	-	3,819	-	-	3,819
Subtotal	<u>139,303</u>	<u>23,203</u>	<u>39,386</u>	<u>75,364</u>	<u>33,934</u>	<u>311,190</u>
Total Expenses	<u>\$ 783,820</u>	<u>\$ 178,311</u>	<u>\$ 354,191</u>	<u>\$ 452,829</u>	<u>\$ 69,353</u>	<u>\$ 1,838,504</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2017 AND 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 218,586	\$ 218,388
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	30,209	15,721
Bad debt expense (recovery)	-	(976)
(Gain)/loss on sale of property and equipment	1,146	-
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(207,861)	(152,273)
Accounts receivable - Dental services	8,420	(4,292)
Prepaid expenses	25,366	(13,650)
Restricted cash - ACO	-	76,701
Restricted cash - IDN	191,847	(2,413,235)
Increase (decrease) in operating liabilities:		
Accounts payable	42,240	37,459
Accrued expenses	(987)	(3,735)
Accrued wages and related liabilities	57,073	25,401
Deferred revenue	(194,604)	2,292,697
Net cash provided by operating activities	<u>171,435</u>	<u>78,206</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Reinvestment of certificates of deposit interest	(520)	(511)
Purchases of property and equipment	(81,350)	(4,120)
Net cash used by investing activities	<u>(81,870)</u>	<u>(4,631)</u>
Net increase in cash and cash equivalents	89,565	73,575
Beginning cash and cash equivalents	<u>985,845</u>	<u>912,270</u>
Ending cash and cash equivalents	<u>\$ 1,075,410</u>	<u>\$ 985,845</u>

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Activities and Summary of Significant Accounting Policies

Nature of activities

North Country Health Consortium, Inc. and Subsidiary (NCHC) (the Organization) is a not-for-profit health center chartered under the laws of the State of New Hampshire. The Organization's mission is to lead innovative collaboration to improve the health status of the region. NCHC is engaged in promoting and facilitating access to services and programs that improve the health status of the area population, provide health training and educational opportunities for healthcare purposes, and provide region-wide dental services for an underserved and uninsured residents.

The Organization's wholly owned subsidiary, North Country ACO (the ACO), is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. North Country ACO members participate in the Medicare Shared Savings Program to pay for services to Medicare beneficiaries. North Country ACO performs administration and manages the distribution of funds to participants using a patient based model.

Medicare payments to North Country ACO have ceased. The Organization did not submit an application to reapply to the Medicare Shared Savings Program. As a result, North Country ACO was issued a status of non-renewal, and its participation agreement with the Shared Savings Program has been terminated. Substantially all funds have been distributed to participants. A nominal cash balance remained to fund closing activities and completion of the required notifications to participants. After these activities have been completed, it is the intent of the Organization to dissolve North Country ACO.

The Organization's primary programs are as follows:

Network and Workforce Activities – To provide workforce education programs and promote oral health initiatives for the Organization's dental services.

Public Health and CSAP – To conduct community substance abuse prevention activities, coordination of public health networks, and promote community emergency response plan.

Dental Services and Molar – To sustain a program offering oral health services for children and low income adults in northern New Hampshire.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of North Country Health Consortium, Inc. and its wholly owned subsidiary, North Country ACO. All significant inter-company transactions and balances have been eliminated in consolidation.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Use of estimates

In preparing the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of risk

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with private and federal and state agencies. As a result, the Organization may be vulnerable to the consequences of change in the availability of funding sources and economic policies at the agency level. The Organization generally does not require collateral to secure its receivables.

Revenue recognition

Below are the revenue recognition policies of the Organization:

Dental Patient Revenue

Dental services are recorded as revenue within the fiscal year related to the service period.

Grant and Contract Revenue

Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant or contract requirements.

Fees for Programs and Services

Fees for programs and services are recorded as revenue in the period the related services were performed.

Cash and cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Restricted cash - IDN

Restricted cash - IDN consists of advanced funding received from The State of New Hampshire Department of Health and Human Services for the Integrated Delivery Network program (IDN). The original advance of funds of \$2,000,000 is to be used to fund the Organization's cost of administering the IDN over a period of five years, beginning in fiscal year 2017. The remaining balance is to be distributed to participants.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

For the years ending September 30, 2017 and 2016, these amounts were restricted as follows:

	2017	2016
Administration fee to the Organization	\$ 1,600,000	\$ 2,000,000
Distributions to participants	<u>621,388</u>	<u>413,235</u>
	<u>\$ 2,221,388</u>	<u>\$ 2,413,235</u>

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstances when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for estimated contractual adjustments for dental service of \$7,776 as of September 30, 2017 and 2016, and an allowance for doubtful accounts for grants and contracts of \$0 as of September 30, 2017 and 2016. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

The Organization has three certificates of deposit with one financial institution. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from .40% to .55%, and mature at various dates through September 2018.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. The Organization generally capitalizes property and equipment with an estimated useful life in excess of one year and installed costs over \$2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and equipment	3-7 years
Dental equipment	5-7 years
Furniture and fixtures	5-7 years
Vehicles	5 years

Depreciation expense totaled \$30,209 and \$15,721 for the years ended September 30, 2017 and 2016, respectively.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Deferred revenue

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

Net assets

The Organization is required to report information regarding its financial position and activity according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Temporarily restricted net assets – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2017 and 2016.

Permanently restricted net assets – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2017 and 2016.

Income taxes

The Organization and the ACO are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The Organization is not aware of any such uncertain tax positions. The tax years ending September 30, 2014 through 2017 are still open to audit.

Functional expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Activities. Expenses are charged to programs based on direct expenses incurred and certain costs, including salaries and fringe benefits, are allocated to the programs and supporting services based upon related utilization and benefit.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Implementation of new accounting pronouncements

Management is reviewing the following Accounting Standards Updates (ASU) issued by the Financial Accounting Standards Board, which are effective for future years, for possible implementation and to determine their effect on the Organization's financial reporting.

ASU No. 2014-09, *Revenue from Contracts with Customers*. This ASU includes new revenue measurement and recognition guidance, as well as required additional disclosures. The ASU is effective for annual reporting beginning after December 15, 2017, including interim reporting periods within that reporting period. The effect of this ASU has not been quantified.

ASU No. 2016-02, *Leases (Topic 842)*. This ASU requires lessees to recognize the following for all leases (with the exception of short-term leases) at the commencement date; (1) a lease liability, which is the lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use asset which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. For short-term leases (term of twelve months or less), a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes the election, it should recognize lease expense for such leases generally on a straight-line basis over the lease term. The ASU is effective for annual periods, and interim reporting periods within those annual periods, beginning after December 15, 2019. The effect of this ASU has not been quantified.

ASU No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*. The ASU was issued to improve reporting by not-for-profit entities in the areas of net asset classifications and information provided about liquidity. This ASU is effective for fiscal years beginning after December 31, 2017, and interim periods within fiscal years beginning after December 31, 2018. This ASU will increase disclosures in the Organization's financial statements.

ASU No. 2016-18, *Statement of Cash Flows: Restricted Cash*. This ASU clarifies how to report restricted cash in the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 31, 2019. This ASU will have minimal effect on the Organization's financial statements.

Reclassification

Certain amounts in the 2016 financial statements have been reclassified to conform to the current year presentation.

Note 2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. Their bank accounts at the institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. The Organization's cash balances exceeded federally insured limits by \$103,495 at September 30, 2017. The Organization has not experienced any losses with these accounts. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2017.

Note 2. Cash Concentrations (Continued)

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances ranged from .10% to .15% as of September 30, 2017.

Note 3. Operating Leases

The Organization leases office space in Littleton, NH under a three year operating lease that expires in October 2020. The Organization has the option to renew the lease for two additional years.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2018	\$ 97,636
2019	103,797
2020	106,911
2021	8,931
Thereafter	-
	<u>\$ 317,275</u>

Lease expense for the aforementioned leases was \$62,100 and \$59,105 for the years ended September 30, 2017 and 2016, respectively.

Note 4. Deferred Revenue

The summary of the components of deferred revenue as of September 30, are as follows:

	2017	2016
Deferred Revenue- IDN	\$ 2,215,782	\$ 2,392,816
Deferred Revenue- Other	169,483	187,053
Total	<u>\$ 2,385,265</u>	<u>\$ 2,579,869</u>

Deferred revenue - IDN

Under the terms of an agreement between the Centers for Medicare and Medicaid Services (CMS) and the State of New Hampshire Department of Health and Human Services, various Integrated Delivery Networks (IDN) are to be established within geographic regions across the state to develop programs to transform New Hampshire's behavioral health delivery system by strengthening community-based mental health and substance use disorder services and programs to combat the opioid crisis. The Organization has been designated to be the administrative lead of one of these IDNs.

Note 4. Deferred Revenue (Continued)

In September 2016, the Organization was awarded a five-year grant from the CMS, passed through the State of New Hampshire Department of Health and Human Services. At that date, the Organization was advanced \$2,413,256 upon fulfillment of the condition of successful submission and state approval of an IDN Project Plan. Of that amount, \$2,000,000 will be retained by the Organization as administrative fees for five years and the remaining funds will be disbursed to participants. For years two through five, the IDNs will continue to earn performance-based incentive funding by achieving defined targets and any funds received will be passed through to the participants.

Note 5. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2017 and 2016.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were \$348,668 and \$121,264 for the years ended September 30, 2017 and 2016, respectively. Outstanding amounts due to these organizations as of September 30, 2017 and 2016 amounted to \$37,950 and \$0, respectively. Outstanding amounts due from these organizations as of September 30, 2017 and 2016 amounted to \$0 and \$1,380, respectively.

Note 6. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are \$50 for each part-time employee and \$100 for each full-time employee. Employer contributions for the years ended September 30, 2017 and 2016 were \$26,291 and \$16,725, respectively.

Note 7. Commitment and Contingencies

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained. Management estimates that any potential liability related to such audits will be immaterial.

Note 8. Federal Reports

Additional reports, required by *Government Auditing Standards* and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

Note 9. Subsequent Events

Subsequent to year end, the Organization received \$1,388,399 from the State of New Hampshire in funding for the IDN grant based on the successful submission and completion of the year 2 plan. The funds will be used for future expenses related to the programs of the grant.

Friendship House

Effective October 1, 2017, the Organization agreed to assume the operations of Friendship House, an outpatient drug and alcohol treatment facility and program from Tri County Community Action Program (TCCAP). The existing facility did not meet various safety codes. The property was sold to Affordable Housing, Education, and Development (AHEAD). AHEAD is constructing a new facility. The facility is to be leased to the Organization for the purpose of continuing the operations of Friendship House. The old building will be demolished after the new building is completed and vacated.

On October 1, 2017, the Organization entered into a lease agreement with AHEAD to lease the premises for \$1 per year until a certificate of occupancy is issued for the new building. Once the certificate of occupancy has been issued, a new five-year lease becomes effective through March 2023, with monthly rent and CAM fee payments of \$19,582. The payment may be adjusted annually each year. The Organization has the option to renew this lease for five additional five year terms.

Under the terms of the program transition agreement, the Organization, at its discretion, offered employment to most of the employees of Friendship House. No liabilities or assets were assumed by the Organization.

In August 2017, the Organization was awarded funding of \$250,000 from the State of New Hampshire Department of Health and Human Services to provide services to bridge the transition of services from TCCAP to the Organization. The funds were received in October 2017.

The Organization has evaluated subsequent events through March 9, 2018, the date the financial statements were available to be issued.



**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

ADDITIONAL REQUIRED REPORTS

SEPTEMBER 30, 2017



NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2017

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S. Department of Health and Human Services			
<i>Direct Programs:</i>			
Rural Health Care Services Outreach Program	93.912	D04RH28387	\$ 187,772
Network Development- (9/1/2014-8/31/2017)	93.912	D06RH28031	475,317
Network Development- (7/1/2017-6/30/2020)	93.912	D06RH28031	<u>10,808</u>
			673,897
Health Careers Opportunity	93.329	G06HP27887	<u>131,129</u>
Drug-Free Communities (SAMHSA)- (9/30/2016-9/29/2021)	93.276	1H79SP021539-01	<u>85,013</u>
<i>Total direct programs:</i>			<u>890,039</u>
<i>Passed through the State of New Hampshire:</i>			
Public Health Emergency Preparedness	93.074	U90TP000535	82,286
Public Health Emergency Preparedness	93.074	U90TP000535	<u>7,377</u>
			89,663
Disaster Behavioral Health Response Teams	93.889	U90TP000535	<u>21,250</u>
SAP - 2 Schools	93.243	SPO20796	122,658
SAP - WMCC	93.243	SPO20796	80,272
Young Adult Strategies	93.243	SPO20796	12,654
Young Adult Leadership	93.243	SPO20796	<u>2,050</u>
			217,634
SAP - 5 Schools	93.959	TT010035-16	<u>106,930</u>
School-Based Immunization	93.268	H23IP0007757	<u>10,231</u>
Continuum of Care	93.959	TT010035-14	84,899
Continuum of Care	93.959	TT010035-14	20,081
Substance Misuse Prevention	93.959	TT010035-14	<u>79,641</u>
			184,621
Community Health Workers (Cancer)	93.752	58DP003930	<u>124,307</u>
Community Health Workers (Chronic Disease)	93.945	58DP004821	<u>50,773</u>
Public Health Advisory Council	93.758	D010T00937	<u>26,841</u>
<i>Total pass through State of New Hampshire:</i>			<u>832,250</u>
<i>Passed through the University of Dartmouth Area Health Education Center:</i>			
Area Health Education Centers	93.107	U77HP03627-09-01	<u>103,091</u>
<i>Passed through the University of New Hampshire:</i>			
Practice Transformation Network	93.638	Agreement #16-039	<u>543,964</u>
Total Expenditures of Federal Awards			\$ <u>2,369,344</u>

See accompanying notes to schedule of expenditures of federal awards.

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Notes to Schedule of Expenditures of Federal Awards
for the Year Ended September 30, 2017**

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2. Summary of Significant Accounting Policies

- (1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.
- (2) Pass-through entity identifying numbers are presented where available.
- (3) The Organization did not elect to use the 10% de minimus indirect cost rate.

A.M. PEISCH & COMPANY, LLP
SINCE 1920

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2017, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated March 9, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

- 18 -

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether North Country Health Consortium, Inc. and Subsidiary's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

St. Albans, Vermont
March 9, 2018
VT Reg. No. 92-0000102

A. M. Peirce & Company, LLP

A.M. PEISCH & COMPANY, LLP
SINCE 1920

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2017. North Country Health Consortium, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of North Country Health Consortium, Inc. and Subsidiary's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about North Country Health Consortium, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of North Country Health Consortium, Inc. and Subsidiary's compliance.

- 20 -

Offices

401 Water Tower Circle
Suite 302
Colchester, VT 05446
(802) 654-7255

P.O. Box 326
Rutland, VT 05702
(802) 773-2721

30 Congress Street
Suite 201
St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road
Suite 402
West Lebanon, NH 03784
(603) 306-0100

Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2017.

Report on Internal Control Over Compliance

Management of North Country Health Consortium, Inc. and Subsidiary is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

St. Albans, Vermont
March 9, 2018
VT Reg. No. 92-0000102

A. M. Peirce & Company, LLP

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Schedule of Findings and Questioned Costs
Year Ended September 30, 2017**

A. SUMMARY OF AUDITOR'S RESULTS

1. The independent auditor's report expresses an unmodified opinion on whether the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary were prepared in accordance with GAAP.
2. No material weakness or significant deficiencies relating to the audit of the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.
5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal program.
6. There were no audit findings that are required to be reported in this schedule in accordance with 2 CFR Section 200.516(a).
7. The program tested as a major program was U.S. Department of Health and Human Services – ACA- Transforming Clinical Practice Initiative: Practice Transformation Networks (CFDA Number 93.638).
8. The threshold for distinguishing Types A and B programs was \$750,000.
9. North Country Health Consortium, Inc. and Subsidiary was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the financial statements for the year ended September 30, 2017.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

There were no reported findings related to the audit of the federal program for the year ended September 30, 2017.

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Summary Schedule of Prior Audit Findings
Year Ended September 30, 2017**

**2016 and 2015 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL
AWARD PROGRAMS**

2016 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2016.

2015 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2015.



2017 - 2018 Board of Directors

OFFICERS

<p>Ed Shanshala, President (0) (2018) Ammonoosuc Community Health Services Chief Executive Officer 25 Mount Eustis Road Littleton, NH 03561 Phone: 603-444-2464 x 128 Email: ed.shanshala@achs-inc.org</p>	<p>Scott Colby, Treasurer (0) (2020) Upper Connecticut Valley Hospital President 181 Corliss Road Colebrook, NH 03576 Phone: 603-388-4299 Email: scolby@ucvh.org</p>
<p>Vice President (0) (2018) Current vacancy</p>	<p>Nancy Bishop, Secretary (0) (2019) Grafton County Human Services Human Services Administrator 3855 Dartmouth College Highway, Box 2 North Haverhill, NH 03774 Phone: 603-787-2033 Email: nbishop@co.grafton.nh.us</p>

DIRECTORS

<p>Sharon Beaty, Director (2018) Mid-State Health Center Chief Executive Officer 101 Boulder Point Drive, Suite 1 Plymouth, NH 03264 Phone: 603-536-4000 Email: sbeaty@midstatehealth.org</p>	<p>Rev. Curtis Metzger (2019) All Saints' Episcopal Church 35 School Street Littleton, NH 03561 Phone: 603-209-0755 Email: curtismmetzger@yahoo.com</p>
<p>Mike Counter, Director (2018) North Country Home Health & Hospice Agency Executive Director 536 Cottage Street Littleton, NH 03561 Phone: 603-444-5317 Email: mcounter@nchhha.org</p>	<p>Robert Nutter, Director (2018) Littleton Regional Healthcare President 600 St. Johnsbury Road Littleton, NH 03561 Phone: 603-444-9501 x.9501 Email: rnutter@lrhcares.org</p>
<p>Kristina Fjeld-Sparks, Secretary (0) (2020) NH AHEC/Geisel School of Medicine NH AHEC Director 37 Dewey Field Road Hanover, NH 03755 Phone: 603-653-3207 Email: kristina.e.field-sparks@dartmouth.edu</p>	<p>Michael Peterson, Director (2018) Androscoggin Valley Hospital President 59 Page Hill Road Berlin, NH 03570 Phone: 603-326-5602 Email: michael.peterson@avhnh.org</p>



2017 - 2018 Board of Directors

<p><i>Suzanne Gaetjens-Oleson, Director (2018)</i> Northern Human Services Regional Mental Health Administrator Administrative Offices 87 Washington Street Conway NH 03818 Phone: 603-447-8137 Email: sgaetiens@northernhs.org</p>	<p><i>Jeanne Robillard, COO (2019)</i> Tri-County Community Action Program Chief Operating Officer 30 Exchange St. Berlin, NH 03570 Phone: 603-752-7001 Email: jrobillard@tccap.org</p>
<p><i>Ken Gordon, Director (2018)</i> Coos County Family Health Services Chief Executive Officer 54 Willow Street Berlin, NH 03570 Phone: 603-752-3669 x 4018 Email: kgordon@ccfhs.org</p>	<p><i>Fran Cusson, Interim Director (2018)</i> Androscoggin Valley Home Care Interim Executive Director 795 Main Street Berlin, NH 03570 Phone: 603-752-7505 x 817 Email: fcusson@avhomecare.org</p>
<p><i>Michael Lee, Director (2018)</i> Weeks Medical Center President 173 Middle Street Lancaster, NH 03584 Phone: 603-788-5030 Email: michael.lee@weeksmedical.org</p>	<p><i>Karen Woods, Director (2018)</i> Cottage Hospital Administrative Director 90 Swiftwater Road PO Box 2001 Woodsville, NH 03785 Phone: 603-747-9109 Email: kwoods@cottagehospital.org</p>
	<p><i>Indian Stream Health Center - Vacant</i></p>

Stacie Leclerc, LCMHC, MLADC

Objective

Supervise and manage the daily activities of a clinical team providing residential and outpatient substance use disorder treatment.

Experience

North Country Health Consortium October 2017-Present

Tri-County Community Action Program October 2016-October 2017

Bethlehem, NH

Clinical director for substance use disorder clinical services. Provide clinical supervision to residential and outpatient counseling program staff. Program development with the use of evidence-based practices. Ensure that the continuum of care components are operated at their optimum levels. Responsible for the delivery of the clinical programs.

Northern Human Services

June 2006-November 2016

Berlin, NH

Licensed clinician working with outpatient consumers. Member of the Assertive Community Treatment team who serve consumers with severe and persistent mental illness. Primary clinician for the Referral Education and Assessment Program serving the elderly community. Member of the regional emergency services response team who consults after business hours with five hospitals for suicide and safety assessments.

Monarch Center for Family Healing

June 2004-April 2006

Georgetown, CO

Licensed Eligible Clinician. Provide counseling to at-risk youth and their families while utilizing wilderness settings and outdoor adventure to facilitate growth.

Home Care

January 2001-August 2003

Berlin, NH

Caregiver for individuals needing assistance to maintain independent living status. Support families in transition of later stages of life care.

A Safe Place

May 1999-December 2000

Portsmouth, NH

Provide support to survivors of domestic violence in shelter, on crisis line and as legal advocate in court.

Stacie Leclerc, LCMHC, MLADC

Licensure and Education

Licensed Clinical Mental Health Counselor

Master Licensed Alcohol & Drug Counselor

Naropa University

August 2003-May 2006

Boulder, CO

Master of Arts in Transpersonal Counseling Psychology and Wilderness Therapy.

University of New Hampshire

September 1997-May 2000

Durham, NH

Bachelor of Arts in Psychology

Bachelor of Arts in Women Studies.

NANCY FRANK, MPH

ii

PROFESSIONAL EXPERIENCE

North Country Health Consortium

Littleton, New Hampshire

January 2017 – present

Chief Executive Officer

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

August 2011 – January 2017

Executive Director

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

December 2009- July 2011

Development Director/Workforce Development

- Responsible for researching and writing grant applications, developing work plans, identifying funding opportunities
- Serves as North Country Health Consortium Evaluator
- Provides consultation to member organizations and assists in community needs assessment, evaluation, and resource development
- Serves as project director on workforce development initiatives
- Provides supervision to the Workforce Development Program
- Member of NCHC Management Team

Vermont Department of Health

St. Johnsbury, Vermont

November 2006-June 2008

Public Health Supervisor

- Responsible for administration of local public health programs, including school health, immunizations, healthy babies, ladies first (breast and cervical cancer screening), and environmental health
- Participated in local emergency preparedness planning
- Collaborated with community partners to develop community health education prevention programs
- Participated in local community health assessment and identification of public health priorities
- Facilitated local Maternal/Child Health coalition
- Supervision of professional/para-professional staff

Northeastern Vermont Area Health Education Center

St. Johnsbury, Vermont

December 1999-October 2006

Community Resource Coordinator

Program Coordinator, National Community Center of Excellence in Women's Health

- Responsible for coordination of community health education programs in a six county region in Northeastern Vermont
- Collaborated with five regional hospitals to increase access to health information and education programs
- Worked with community partners to plan and implement community health and wellness programs
- Developed community health status reports
- Responsible for grant writing, including successful award for five year federal grant to establish National Community Center of Excellence in Women's Health (CCOE) in Vermont's Northeast Kingdom
- Responsible for all aspects of development, implementation, management, and evaluation of a rural CCOE model
- Responsible for submission of all federal reports and documentation of CCOE program highlights
- Attended and presented at national meetings

Northeastern Vermont Area Health Education Center

St Johnsbury, Vermont

July 1999 – October 1999

Consultant, Community Diabetes Project

- Established partnerships with primary care provider practices to plan and implement diabetes education program
- Developed educational packets for providers and patients with an emphasis on chronic disease management

Vermont Department of Health

Burlington, Vermont

June 1992 – December 1998

Public Health Specialist (February 1998 - December 1998)

Primary Care Coordinator

- Wrote, managed, and administered Federal Grant establishing Vermont's Primary Care Cooperative Agreement
- Assessed access to primary care services for all Vermonters, particularly underserved populations
- Assisted communities, providers, and special populations in development of strategies to increase access to care
- Participated in policy development related to primary care delivery systems
- Responsible for Vermont's applications for Federal Health Professional Shortage Area designations
- Facilitated and coordinated meetings of Primary Care Cooperative Agreement Steering Committee

Maternal and Child Health Planning Specialist (October 1993 - February 1998)

Project Coordinator, State Systems Development Initiative

- Facilitated community health needs assessment process in various communities throughout the state by providing technical assistance for development and data analysis
- Managed community grants focused on integrated health care systems development for

children and families.

- Responsible for development of community assessment and evaluation tools.
- Responsible for federal grant and report writing
- Member of statewide advisory boards, including the Primary Care Cooperative Agreement, the Robert Wood Johnson Making the Grade Project, and the Indicator and Outcomes Committee of the State Team for Children and Families

Maternal and Child Health Planning Specialist (June 1992 - September 1993)

- Responsible for statewide planning for maternal and child health programs and policies.
- Evaluated Department of Health programs and make recommendations for programmatic changes
- Responsible for coordinating Vermont's Maternal and Child Health Title V grant proposal and annual report
- Coordinator for statewide systems development project focused on the primary health care needs of children and adolescents in Vermont.
- Vermont Genetics Coordinator - manage contracts and grants with the Vermont Regional Genetics Center
- Responsible for grant and report writing
- Member of Vermont's Child Fatality Review Committee

University of Illinois at Chicago, School of Public Health

Prevention Research Center, Chicago, IL

January 1990 – May 1991

Project Director, Youth AIDS Prevention Project

- Responsible for directing all aspects of a multiple risk reduction HIV prevention education/research project
- Developed comprehensive risk reduction curriculum for 7th and 8th grade students
- Developed research questionnaires for students, parents, and school administrators
- Responsible for writing annual National Institutes of Mental Health progress and evaluation reports
- Participated in budget management of project
- Supervised staff of three health educators and two research assistants

Cook County Department of Public Health

Maywood, Illinois

September 1987 – January 1990

AIDS Education Coordinator (July 1988 - January 1990)

- Responsible for administration, planning and implementation for all HIV/AIDS community and school-based education programs
- Managed subcontracts with community based organizations
- Responsible for writing quarterly progress/evaluation reports submitted to the Illinois Department of Public Health
- Supervised staff of four health educators

Community Health Educator (September 1987 - July 1988)

- Organized and conducted conferences, workshops, training, and classes for students, teachers, and community groups on a variety of public health issues, emphasis on HIV/AIDS and sexuality education

Case Western Reserve University

Cleveland, Ohio

November 1982 – May 1985

Research Assistant, Department of Nutrition

- Primary research assistant for the laboratory analysis component of a project to study the vitamin D levels of bottle-fed versus breast-fed infants

Research Assistant, Department of Medicine

- Prepared statistical and technical data for publications
- Managed research grants

PROFESSIONAL AFFILIATIONS/BOARDS

- Grafton County Mental Health Court, Advisory Council
- New England Rural Health Round Table, Board Member
- New Hampshire Oral Health Coalition, Steering Committee
- New Hampshire Governor's Primary Care Workforce Commission
- National Cooperative of Health Networks
- American Public Health Association

EDUCATION

May 1987 Master of Public Health, Community Health Sciences, Maternal & Child Health
University of Illinois at Chicago, School of Public Health

June 1981 Bachelor of Science, Consumer Science
University of Wisconsin - Madison

Colleen Gingue

Self-Starter

Team Player

Task Oriented

Cheerful

Highlights of Qualifications

- Proficient in Microsoft Suite (Access, Excel, Power Point, Word) and Microsoft Outlook (Email, Calendar, Reminder, Notes), QuickBooks Pro, Customer Relationship Management (CRM), SharePoint, ADP, ReportSmith, Red Beam

Experience

Finance Director *North Country Health Consortium* *2012-Present*

- Prepare monthly financial management reporting packages and analyses
 - Present financial statements to Finance Committee and Board
- Direct preparation of monthly, quarterly, and annual budget reports with recommendations for areas of improvements
- Direct administration of financial management systems, strategies, fiscal policy and procedures
- Oversee and participate in annual external audit
 - Review auditor reports and financial statements, and provide recommendation as needed
- Supervise annual insurance renewals and review coverage requirements
- Supervise Administrative Assistant

Multi-Client Bookkeeper Service *Abacus Bookkeeping* *2012*

- Assist Montpelier tax preparer and bookkeeper service with QuickBooks and Intuit ProSeries tax preparation software
 - Concentration in reconciliations, Excel spreadsheets, and analysis

Accounting Manager *microDATA 911, Inc.* *2002-2011*

- Supervise and Participate in Management of Accounting Department
 - Reconcile A/R, A/P, Payroll, Accrual and Prepaid Accounts, Fixed Assets
- Perform Daily Cash Management and Monthly/Annual Projections
- Prepare Financial Reports for Internal and External Distribution
- Team with external CPA for Annual Review and Tax Return Preparation
- Supervise and Participate in Year-End Closing Duties
 - Payroll Multi-State Reporting Requirements
 - Closing Journal Entries and Financial Statement Preparation
 - New year Prepaid, Accrual and Depreciation Journal Entries
 - Interview, Manage Benefits, Provide Employee Reviews & Coaching

Office Manager/Accountant *Gingue Electric Corporation* *1989-2007 (closed)*

- Orchestrate Multitude of Tasks for Successful Business Operation
 - Manage Payroll and Employee Benefit Duties
 - Track Apprenticeship Program Requirements
 - Manage Full-Charge Bookkeeper Duties: A/P, A/R, Financial Reporting
 - Create and Maintain Inventory and Billing Database

Kristy Letendre

Objective

Seeking a position that can maximize my 14+ years of SUD clinical and management experience to integrate strategies to develop and expand upon existing community resources to build a robust system of care for North Country communities affected by Substance Use / Behavioral Health Disorders.

Education

WHITE MOUNTAIN COMMUNITY COLLEGE | 2014-2016

- Business Administration
- Related coursework: Non-Profit management
- PHI KAPPA DELTA

PLYMOUTH STATE UNIVERSITY | 2016- PRESENT

- Business Administration
- Related coursework: Non-Profit management

H.S. DIPLOMA | JUNE 1996 | NEW BEDFORD HIGH SCHOOL

Skills & Abilities

MANAGEMENT

- Ability to provide supervision to 40+ staff and operations of all programs and projects under the division; recruitment, hiring, training, supervision, evaluation, and discharging of program personnel.
- Ability to develop program budgets, monitor/oversee, write and manage grants and financial resources to support Division Programs; monitor compliance with all contracts, applicable state and federal laws, and program specific standards for service delivery and meet all reporting requirements.
- Ability to provide a solution focused approach to create a cohesive productive team
- Ability to develop and implement strategies for improving program deliverables and program fiscal performance.
- Able to develop, meet and exceed strategic goals set by the division and agency.

COMMUNICATION

- Strong written and oral communication skills
- Ability to present controversial information to large audiences while highlighting the positive aspects, capturing the audience attention, and engaging active participation.
- Ability to interact and effectively communicate with people from diverse backgrounds, highlighting teamwork and problem solving.

Experience

COC FACILITATOR	NORTH COUNTRY HEALTH CONSORTIUM	05/2017 - PRESENT
DIRECTOR	TCCAP - CLINICAL SERVICES	04/2016 - 05/2017

DIRECTOR | TCCAP - DIVISION OF ALCOHOL & DRUG SERVICES | 04/2014 - 04/2016
ASSOCIATE DIRECTOR | TCCAP - DIVISION OF ALCOHOL & DRUG SERVICES | 12/2008 - 04/2014
ADMIN ASSISTANT | TCCAP - DIVISION OF ALCOHOL & DRUG SERVICES | 09/2008 - 12/2008
PROGRAM SPECIALIST | TCCAP - DIVISION OF ALCOHOL & DRUG SERVICES | 05/2004 - 09/2008

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: North Country Health Consortium

Name of Program/Service: Substance Use Disorder Treatment & Recovery Support Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Stacie Leclerc, Clinical Director	\$77,409	70.00%	\$54,186.44
Administrative Director, TBD	\$80,000	40.00%	\$32,000.00
Kristy Letendre, Continuum of Care Facilitator		0.00%	\$0.00
Nancy Frank, Chief Executive Officer		0.00%	\$0.00
Colleen Gingue, Chief Financial Officer		0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$86,186.44

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

9



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION FOR BEHAVIORAL HEALTH
 BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
 Commissioner

Katja S. Fox
 Director

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6110 1-800-852-3345 Ext. 6738
 Fax: 603-271-6105 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

June 19, 2018

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire -- Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

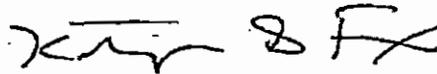
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Substance Use Disorder Treatment And
Recovery Support Services**

RFA-2019-BDAS-01-SUBST

RFA Name

RFA Number

Reviewer-Names

1. Jamie Powers, Clinical & Recovery
Svcs Admin II, BDAS
2. Julie Lane, Program Specialist III,
BHS
3. Shawn Blakey, Prog Specialist IV,
Child Bhlth Health
4. Paul Kieman, Clinical Svcs
Spclst, Drug & Alcohol Svcs
5. Abby Snockley, Sr Policy Analyst,
Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	440	270	North Country
2. <u>Dismas Home of New Hampshire, Inc.</u>	440	262	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	338	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	328	Capital
5. <u>FIT/NHNH, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	280	Greater Nashua
8. <u>Halo Educational Systems</u>	440	see below*	Upper Valley
9. <u>Headrest</u>	440	283	Upper Valley
10. <u>Hope on Haven Hill Inc.</u>	440	304	Strafford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	394	Greater Nashua
12. <u>North Country Health Consortium</u>	440	325	North Country
13. <u>North Country Health Consortium</u>	440	295	Carrol County
14. <u>Phoenix Houses of New England, Inc.</u>	440	361	Monadnock
15. <u>Seacoast Youth Services</u>	440	215	Seacoast
16. <u>Seacoast Youth Services</u>	440	215	Strafford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	440	370	Strafford
19. <u>West Central Services, Inc.</u>	440	231	Greater Sullivan
20. <u>White Horse Addiction Center, Inc.</u>	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.

**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health
Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum
Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Attachment A
Financial Details

Phoenix Houses of
New England, Inc.

Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth
Services

Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services

Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services

Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$0	\$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Cir/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364		\$103,364
Sub-total			\$103,364	\$0	\$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$2,205,533	\$0	\$2,205,533
Grand Total All			\$3,157,927	\$0	\$3,157,927

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-08)

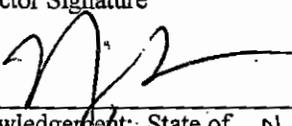
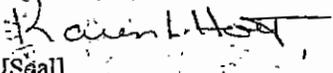
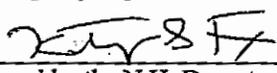
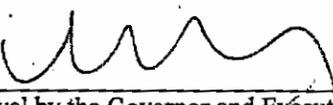
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage Street, Suite 230 Littleton NH 03561	
1.5 Contractor Phone Number 603-259-3700 ext 223	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$287,406
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nancy Frank, CEO	
1.13 Acknowledgement: State of NH, County of Grafton On June 1, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  Notary Public [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Karen L Hoyt, Notary Public		KAREN L HOYT Notary Public - New Hampshire My Commission Expires September 27, 2022	
1.14 State Agency Signature  Date: 6/7/18		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Cole, Attorney 6/8/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

3010 11/10/10 10:00 AM

Contractor Initials
Date 11/10

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

- 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
- 2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.
- 2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
- 2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist



Exhibit A

individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management requirements for the ASAM level of care.

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:



Exhibit A

- 2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or
 - 2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or
 - 2.4.2.1.2.3. Licensed Counselor
- 2.5. Enrolling Clients for Services
- 2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
 - 2.5.2. The Contractor must complete intake screenings as follows:
 - 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
 - 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
 - 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
 - 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
 - 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.4 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

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Date *6/1/18*



Exhibit A

- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or
- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
- 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
- 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
- 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:



Exhibit A

- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.



Exhibit A

- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
- 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
- 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
- 2.5.15.2. Have co-occurring mental health disorders; and/or
- 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

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Exhibit A

2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; if a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.



Exhibit A

- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of



Exhibit A

care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care



Exhibit A

with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level



Exhibit A

of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services,

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Exhibit A

- or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

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Exhibit A

- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.
- 2.10. Tobacco Free Environment
- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.



Exhibit A

- 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).



Exhibit A

- 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns

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6/1/18



Exhibit A

having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.



Exhibit A

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission.
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;



Exhibit A

- 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

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6/1/18



Exhibit A

- 6.1.6.2.6. The identification of any media that had reported the event;
- 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.



Exhibit A

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

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Exhibit A

- 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
 - 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.



Exhibit A

- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

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Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes:
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator, and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or, both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.
- 9. Clinical Services.



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan; including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
 - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
 - 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
 - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
 - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
 - 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels;and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
 - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
 - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
 - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
- 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
- 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
- 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
- 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
- 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
- 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
- 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
- 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
- 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
- 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a Contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
- 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
- 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
- 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
- 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
- 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
- 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
- 22.4.2.1. 14 days after making the request; or
- 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
- 22.4.3. The program offers interim services that include, at a minimum, the following:
- 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
- 22.4.3.2. Referral for HIV or TB treatment services, if necessary
- 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
- 22.4.5. The program has a mechanism that enables it to:
- 22.4.5.1. Maintain contact with individuals awaiting admission
- 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
- 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
- 22.4.5.3.1. Such persons cannot be located for admission into treatment
or
- 22.4.5.3.2. Such persons refuse treatment
- 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
- 22.4.7. The program has procedures for:
- 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.
 - 5.2.2. Second: Charge the client according to Exhibit B, Section 10, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
 - 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 10 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
- 5.7.1. Transitional Living (See Section 7 below) and
- 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
- 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
- 6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

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Exhibit B

6.2. Medication:

6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below:

6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

6.2.4.1. WITS Client ID #;

6.2.4.2. Period for which prescription is intended;

6.2.4.3. Name and dosage of the medication;

6.2.4.4. Associated Medicaid Code;

6.2.4.5. Charge for the medication.

6.2.4.6. Client cost share for the service; and

6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

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Exhibit B

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- 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.
 - 6.3.3. The Contractor shall maintain documentation of the following:
 - 6.3.3.1. WITS Client ID #;
 - 6.3.3.2. Date of Service;
 - 6.3.3.3. Description of service;
 - 6.3.3.4. Associated Medicaid Code;
 - 6.3.3.5. Charge for the service;
 - 6.3.3.6. Client cost share for the service; and
 - 6.3.3.7. Amount being billed to the Department for the service.
 - 6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.
 - 7. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment
 - 7.1. The Contractor may charge the client fees for room and board, in addition to:
 - 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
 - 7.1.2. The charges to the Department
 - 7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:



Exhibit B

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 8. Charging for Clinical Services under Transitional Living
 - 8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
 - 8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
- 9. Additional Billing Information: Intensive Case Management Services:
 - 9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 9.2. The Department will not pay for intensive case management provided to a client prior to admission.
 - 9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.



Exhibit B

10. Sliding Fee Scale

10.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

10.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

10.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

11. Submitting Charges for Payment

11.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

11.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

11.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

11.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

11.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

11.1.5. Submit separate batches for each billing month.



Exhibit B

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- 11.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
 - 11.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
 - 12. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
 - 13. Funds in this contract may not be used to replace funding for a program already funded from another source.
 - 14. The Contractor will keep detailed records of their activities related to Department funded programs and services.
 - 15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
 - 16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
 - 17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 17.2.1. Make cash payments to intended recipients of substance abuse services.
 - 17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for



Exhibit B

Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

17.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	\$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	15 min



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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6/1/14



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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Date *6/1/18*



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

Name: Nancy Frank
Title: CEO

6/1/12
Date

Contractor Initials NF

Date 6/1/12



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

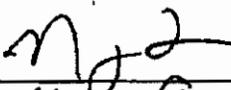
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

6/1/12
Date


Name: Nancy Frank
Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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6/1/12



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

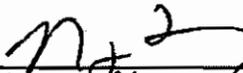
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (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:

Date: 6/11/18


Name: Gary Frank
Title: CEO

Contractor Initials: GF
Date: 6/11/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

JK

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/1/18
Date

[Signature]
Name: Gary Frank
Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials GF

Date 6/1/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/14/18
Date

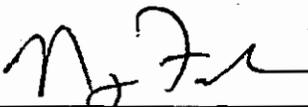

Name: Nancy Frank
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

North Country Health Consortium
Name of the Contractor

Nancy Frank
Signature of Authorized Representative

Nancy Frank
Name of Authorized Representative

CEO
Title of Authorized Representative

6/1/18
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

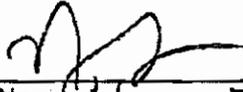
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/1/18
Date


Name: Nancy Frank
Title: CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 017711198
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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

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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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

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



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

nd

6/1/18



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

77

6/1/18



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 10, in its entirety.

The rest of this page intentionally left blank.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/3/18
Date

[Signature]
Katja S. Fox
Director

Phoenix Houses of New England, Inc.

7/2/18
Date

[Signature]
Name: PETER MUMMA
Title: SR. VP, NEW ENGLAND REGIONAL EXECUTIVE

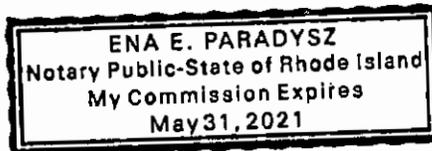
Acknowledgement of Contractor's signature:

State of RHODE ISLAND, County of PROVIDENCE on JULY 2, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

ENA E PARADYSZ, NOTARY PUBLIC
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/21



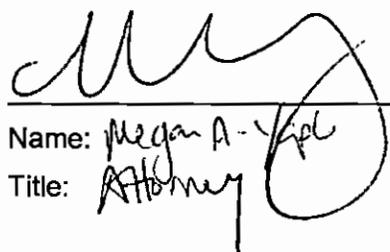


**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/9/18
Date


Name: Megan A. Yopl
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

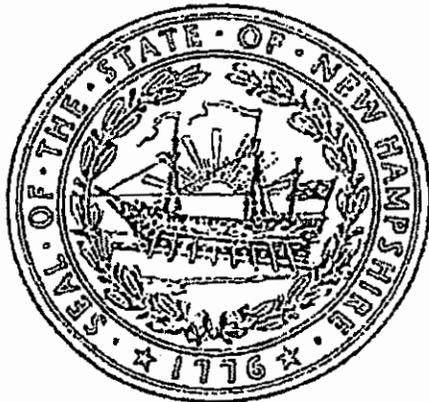
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PHOENIX HOUSES OF NEW ENGLAND, INC. is a Rhode Island Nonprofit Corporation registered to transact business in New Hampshire on June 14, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2393

Certificate Number : 0004088571



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, SHERI L. SWEITZER, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of PHOENIX HOUSES OF NEW ENGLAND, INC.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on MAY 14, 2018:
(Date)

RESOLVED: That the SENIOR VICE PRESIDENT, NEW ENGLAND REGIONAL EXECUTIVE
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 2ND day of JULY, 2018.
(Date Amendment Signed)

4. PETER MUHMA is the duly elected SEN. VP. NE REGIONAL EXECUTIVE
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Sheri L. Sweitzer

(Signature of the Elected Officer)

STATE OF ~~NEW HAMPSHIRE~~ RHODE ISLAND

County of PROVIDENCE

The forgoing instrument was acknowledged before me this 2ND day of JULY, 2018.

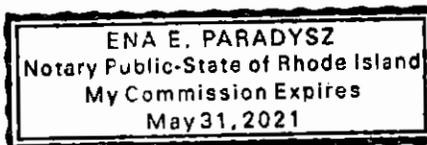
By SHERI L. SWEITZER
(Name of Elected Officer of the Agency)

Ena E. Paradysz

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 5/31/21





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	CONTACT NAME: Rachel Lugo PHONE (A/C, No, Ext): 212-504-5822 E-MAIL ADDRESS:	FAX (A/C, No): 800-383-1852
	INSURER(S) AFFORDING COVERAGE	
INSURED PHOEHO Phoenix Houses of New England, Inc. 99 Wayland Ave. Providence RI 02906	INSURER A: Philadelphia Indemnity Insurance Compan NAIC # 18058	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1714288481

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK1839723	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp: \$1,000 <input checked="" type="checkbox"/> Coll: \$1,000		PHPK1839723	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB634959	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability		PHPK1839723	7/1/2018	7/1/2019	Each Incident Aggregate	\$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Div of Public Health Services
 129 Pleasant Street
 Concord, NH 03301-3857

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

Crystal & Company

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2019 3/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE _____ FAX _____ (A/C No. Ext.) _____ (A/C. No.) _____ E-MAIL _____ ADDRESS _____ (INSURER(S) AFFORDING COVERAGE) NAIC # INSURER A: Hartford Fire Insurance Company 19682 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1378984 Phoenix House of New England, Inc. 130 Pine St Holyoke MA 01040	

COVERAGES P1101101 **CERTIFICATE NUMBER:** 10495291 **REVISION NUMBER:** XXXXXXX

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	ADD'L SUOR INDR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX DAMAGE TO RENTED PREMISES (Eg occurrence) \$ XXXXXXX MED EXP (Any one person) \$ XXXXXXX PERSONAL & ADV INJURY \$ XXXXXXX GENERAL AGGREGATE \$ XXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Eg accident) \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> CLAIMS-MADE		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX \$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	72 WN S62200	3/30/2018	3/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 10495291 State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Phoenix House
Rising Above Addiction

Mission Statement

We are passionate about healing individuals, families and communities challenged by substance use disorders and related mental health conditions.

**Financial Statements and Supplementary
Information Together With
Report of Independent Certified Public Accountants**

PHOENIX HOUSES OF NEW ENGLAND, INC.

June 30, 2017 and 2016

PHOENIX HOUSES OF NEW ENGLAND, INC.

TABLE OF CONTENTS

	Page
Report of Independent Certified Public Accountants	1 - 2
Financial Statements	
Statements of Financial Position as of June 30, 2017 and 2016	3
Statement of Operations and Changes in Net Assets for the year ended June 30, 2017	4
Statement of Operations and Changes in Net Assets for the year ended June 30, 2016	5
Statements of Cash Flows for the years ended June 30, 2017 and 2016	6
Notes to Financial Statements	7 - 16
Supplementary Information	
Schedule of Functional Expenses for the year ended June 30, 2017	18
Schedule of Functional Expenses for the year ended June 30, 2016	19



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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
Phoenix Houses of New England, Inc.

We have audited the accompanying financial statements of Phoenix Houses of New England, Inc. ("PH New England"), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to PH New England's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of PH New England's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PH New England as of June 30, 2017 and 2016, and the results of its operations and changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

Our audits were conducted for the purposes of forming an opinion on the financial statements of PH New England as of and for the years ended June 30, 2017 and 2016, taken as a whole. The supplementary information included on pages 18 and 19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Grant Thornton LLP

New York, New York
March 9, 2018

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statements of Financial Position
As of June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 140,047	\$ 49,222
Due from government agencies, net of allowance of approximately \$590,000 and \$626,000 in 2017 and 2016, respectively	2,074,277	2,882,073
Other receivables, net of allowance of approximately \$417,000 and \$895,000 in 2017 and 2016, respectively	1,602,515	1,340,152
Contributions receivable (Note 4)	47,178	23,425
Prepaid expenses and other assets	101,549	283,778
Current portion of note receivable (Note 5)	<u>5,000</u>	<u>5,000</u>
Total current assets	<u>3,970,566</u>	<u>4,583,650</u>
Notes receivable, net of current portion (Note 5)	150,000	155,000
Property and equipment, net (Note 6)	<u>5,304,974</u>	<u>5,552,678</u>
Total assets	<u>\$ 9,425,540</u>	<u>\$ 10,291,328</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 1,185,451	\$ 1,373,768
Due to government agencies	49,070	44,755
Current portion of long-term debt (Note 7)	<u>145,509</u>	<u>203,462</u>
Total current liabilities	<u>1,380,030</u>	<u>1,621,985</u>
Due to Parent (Note 3)	3,228,278	3,633,382
Long-term debt, net of current portion (Note 7)	<u>528,910</u>	<u>675,242</u>
Total liabilities	<u>5,137,218</u>	<u>5,930,609</u>
Commitments and contingencies (Note 12)		
NET ASSETS		
Unrestricted	4,096,483	4,238,196
Temporarily restricted (Note 9)	<u>191,839</u>	<u>122,523</u>
Total net assets	<u>4,288,322</u>	<u>4,360,719</u>
Total liabilities and net assets	<u>\$ 9,425,540</u>	<u>\$ 10,291,328</u>

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statement of Operations and Changes in Net Assets
For the year ended June 30, 2017

	Unrestricted	Temporarily Restricted	Total
OPERATING REVENUES AND SUPPORT			
Government contract revenue	\$ 10,165,299	\$ -	\$ 10,165,299
Client and third-party revenue (Note 8)	13,982,349	-	13,982,349
Donated goods and services	205,551	-	205,551
Grants and contributions	62,978	24,219	87,197
Special event revenue, net of costs of direct benefits to donors of approximately \$23,000	124,160	-	124,160
Other revenue	52,195	-	52,195
Net assets released from restrictions	19,947	(19,947)	-
Total operating revenues and support	<u>24,612,479</u>	<u>4,272</u>	<u>24,616,751</u>
EXPENSES (Note 11)			
Salaries	11,155,898	-	11,155,898
Employee benefits and payroll taxes	2,400,580	-	2,400,580
Consulting and contractual services	2,790,225	-	2,790,225
Resident sustenance	1,379,893	-	1,379,893
Occupancy costs	2,167,136	-	2,167,136
Vehicle costs	189,687	-	189,687
Communications	537,057	-	537,057
Office and program supplies	849,852	-	849,852
Insurance	497,807	-	497,807
Travel	241,836	-	241,836
Interest	42,557	-	42,557
Miscellaneous	235,961	-	235,961
Repairs and maintenance	549,075	-	549,075
Depreciation and amortization	578,932	-	578,932
Administrative charges from Parent	1,117,000	-	1,117,000
Total operating expenses	<u>24,733,496</u>	<u>-</u>	<u>24,733,496</u>
(Loss) income from operations	<u>(121,017)</u>	<u>4,272</u>	<u>(116,745)</u>
OTHER ITEMS			
Depreciation on capital assets funded by government grants	<u>(32,372)</u>	<u>-</u>	<u>(32,372)</u>
(Deficiency in) excess of revenues and support over expenses and other items	<u>(153,389)</u>	<u>4,272</u>	<u>(149,117)</u>
OTHER CHANGES IN NET ASSETS			
Contributions restricted for capital initiatives	-	76,720	76,720
Net assets released for capital initiatives	11,676	(11,676)	-
Changes in net assets	<u>(141,713)</u>	<u>69,316</u>	<u>(72,397)</u>
Net assets, beginning of year	4,238,196	122,523	4,360,719
Net assets, end of year	<u>\$ 4,096,483</u>	<u>\$ 191,839</u>	<u>\$ 4,288,322</u>

The accompanying notes are an integral part of this financial statement.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statement of Operations and Changes in Net Assets
For the year ended June 30, 2016

	Unrestricted	Temporarily Restricted	Total
OPERATING REVENUES AND SUPPORT			
Government contract revenue	\$ 11,403,329	\$ -	\$ 11,403,329
Client and third-party revenue (Note 8)	14,713,502	-	14,713,502
Donated goods	261,464	-	261,464
Grants and contributions	132,275	57,075	189,350
Special event revenue, net of costs of direct benefits to donors of approximately \$6,000	30,195	-	30,195
Other revenue	28,508	-	28,508
Net assets released from restrictions	53,284	(53,284)	-
Total operating revenues and support	<u>26,622,557</u>	<u>3,791</u>	<u>26,626,348</u>
EXPENSES (Note 11)			
Salaries	12,769,317	-	12,769,317
Employee benefits and payroll taxes	3,194,263	-	3,194,263
Consulting and contractual services	3,206,001	-	3,206,001
Resident sustenance	1,499,868	-	1,499,868
Occupancy costs	2,485,599	-	2,485,599
Vehicle costs	242,635	-	242,635
Communications	665,960	-	665,960
Office and program supplies	901,756	-	901,756
Insurance	428,550	-	428,550
Travel	256,800	-	256,800
Interest	92,940	-	92,940
Miscellaneous	248,532	-	248,532
Repairs and maintenance	562,362	-	562,362
Depreciation and amortization	624,402	-	624,402
Administrative charges from Parent	519,200	-	519,200
Total operating expenses	<u>27,698,185</u>	<u>-</u>	<u>27,698,185</u>
(Loss) income from operations	<u>(1,075,628)</u>	<u>3,791</u>	<u>(1,071,837)</u>
OTHER ITEMS			
Depreciation on capital assets funded by government grants	<u>(34,078)</u>	<u>-</u>	<u>(34,078)</u>
(Deficiency in) excess of revenues and support over expenses and other items	<u>(1,109,706)</u>	<u>3,791</u>	<u>(1,105,915)</u>
OTHER CHANGES IN NET ASSETS			
Contributions restricted for capital initiatives	-	54,184	54,184
Net assets released for capital initiatives	58,290	(58,290)	-
Changes in net assets	<u>(1,051,416)</u>	<u>(315)</u>	<u>(1,051,731)</u>
Net assets, beginning of year	5,289,612	122,838	5,412,450
Net assets, end of year	<u>\$ 4,238,196</u>	<u>\$ 122,523</u>	<u>\$ 4,360,719</u>

The accompanying notes are an integral part of this financial statement.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statements of Cash Flows
For the years ended June 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ (72,397)	\$ (1,051,731)
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Provision for doubtful accounts	(513,552)	105,854
Depreciation and amortization	611,304	658,480
Forgiveness of notes receivable	5,000	5,000
Contributions restricted for capital expenditures	(76,720)	(54,184)
Changes in operating assets and liabilities:		
Due from government agencies	843,326	1,829,938
Other receivables	215,659	(496,624)
Contributions receivable	(23,753)	34,039
Prepaid expenses and other assets	182,229	17,519
Accounts payable and accrued expenses	(188,317)	189,197
Due to government agencies	4,315	-
Due to Parent	<u>(405,104)</u>	<u>(986,229)</u>
Net cash provided by operating activities	<u>581,990</u>	<u>251,259</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	<u>(363,600)</u>	<u>(211,025)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions restricted for capital expenditures	76,720	54,184
Repayment of revolving loan fund	-	(100,000)
Principal payments on long-term debt	<u>(204,285)</u>	<u>(134,554)</u>
Net cash used in financing activities	<u>(127,565)</u>	<u>(180,370)</u>
Net increase (decrease) in cash and cash equivalents	90,825	(140,136)
Cash and cash equivalents, beginning of year	<u>49,222</u>	<u>189,358</u>
Cash and cash equivalents, end of year	<u>\$ 140,047</u>	<u>\$ 49,222</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 42,557</u>	<u>\$ 92,940</u>

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2017 and 2016

1. ORGANIZATION

Phoenix Houses of New England, Inc. ("PH New England") is a Section 501(c)(3) not-for-profit organization, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "Code"). PH New England is also exempt from state and local taxes under similar provisions. PH New England was established in order to operate therapeutic treatment centers for the rehabilitation of drug and substance abusers throughout New England.

Through June 30, 2016, Phoenix House Foundation, Inc. was the sole member of PH New England and the following affiliated organizations: Phoenix Houses of New York, Inc. and Affiliates (which consists of Phoenix Houses of New York, Inc. and Phoenix Houses of Long Island, Inc.); Phoenix Houses of California, Inc. and Affiliates (which consists of Phoenix Houses of California, Inc.; Phoenix Houses of Los Angeles, Inc.; Phoenix House Orange County, Inc.; and Phoenix House San Diego, Inc.); Phoenix Houses of the Mid-Atlantic, Inc. and Affiliate (which consists of Phoenix Houses of the Mid-Atlantic, Inc. and Phoenix Houses of Mid-Atlantic Property Management, Inc.); Phoenix Programs of Florida, Inc.; Phoenix Houses of Texas, Inc.; American Council for Drug Education, Inc.; Center on Addiction and the Family, Inc.; and Phoenix Houses of New Jersey, Inc.

On April 11, 2016, a new corporation, named "Phoenix House," was incorporated in the State of Minnesota. Phoenix House is a nonprofit corporation which, effective September 29, 2017, was granted recognition of its federal tax exempt status as an organization described in Internal Revenue Code § 501(c)(3).

As of July 1, 2016, Phoenix House (the "Parent") became the sole corporate member of the following affiliated organizations: Phoenix House Foundation, Inc., Phoenix Houses of California, Inc., Phoenix Houses of New York, Inc., Phoenix Houses of New England, Inc., Phoenix Houses of Texas, Inc., Phoenix Programs of Florida, Inc., and Phoenix Houses of the Mid-Atlantic, Inc. Phoenix House Foundation, Inc. remains the sole corporate member of the American Council for Drug Education, Inc., Center on Addiction and the Family, Inc., and Phoenix Houses of New Jersey, Inc.

The accompanying 2017 and 2016 financial statements reflect losses from operations totaling \$116,745 and \$1,071,837, respectively. In order to address the operational deficits and ensure the long-term viability of PHNE's program services, management and the Board are evaluating the discontinuation of unprofitable programs and will restructure the remaining programs in order to improve operating margins, before administrative expense allocations from the Parent (see also Note 3).

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). Accordingly, the net assets of PH New England and changes therein are classified and reported based upon the existence or absence of donor-imposed restrictions as follows:

- Unrestricted net assets represent expendable resources that are used to carry out PH New England's operations and are not subject to donor-imposed stipulations.

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2017 and 2016

- Temporarily restricted net assets represent resources that contain donor-imposed restrictions that permit PH New England to use or expend such resources only as or when specified. Restrictions are satisfied either by the passage of time or by actions of PH New England.
- Permanently restricted net assets contain donor-imposed restrictions that stipulate that such resources be maintained permanently. PH New England had no permanently restricted net assets at June 30, 2017 and 2016.

Cash and Cash Equivalents

PH New England considers all highly liquid financial instruments, which principally consist of money market funds, with original maturities of three months or less from the date of purchase to be cash equivalents.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The allowance for doubtful accounts on receivables, the useful lives assigned to fixed assets and the fair value of donated goods and services represent significant accounting estimates reflected in the accompanying financial statements. Actual results could differ from those estimates.

Donated Goods and Services

Donated goods are recorded as revenues and assets (at fair value when received) and expenses (when used) on the statement of operations and changes in net assets. Food stamps are recorded at face amount, which is the same as fair value, as revenues and assets and are charged to resident sustenance when expended. Donated goods received during the years ended June 30, 2017 and 2016 totaled approximately \$189,000 and \$261,000, respectively.

PH New England receives contributed legal services that meet the criteria established by US GAAP for recognition as contributions. Such services are recorded as part of donated goods and services on the accompanying statements of operations and changes in net assets at fair value, which for the year ended June 30, 2017 approximated \$17,000. There were no contributed services received for the year ended June 30, 2016.

Property and Equipment

Property and equipment are stated at cost, if purchased, or if donated, at fair value at the date of gift, less accumulated depreciation and amortization. PH New England capitalizes assets acquired for greater than \$1,000 and with useful lives greater than three years. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets as follows:

Buildings and improvements	4 - 40 years
Furniture, fixtures and equipment	3 - 7 years
Computer equipment and vehicles	3 - 5 years

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2017 and 2016

Furniture, fixtures and equipment acquired under capital lease arrangements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Statement of Operations and Changes in Net Assets

PH New England's operating income includes all unrestricted revenues and expenses. Other items include depreciation on capital assets funded with government grants and losses on disposals of capital assets. The statement of operations and changes in net assets also includes the caption "(deficiency in) excess of revenues and support over expenses and other items," which is the performance indicator. Other changes in net assets, which are excluded from the performance indicator, consistent with industry practice, include capital contributions (including assets acquired using contributions which by donor restriction are to be used for the purposes of acquiring such assets).

Revenue and Support

Contributions (including unconditional promises to give) are recorded at fair value when received. Revenues relative to special events are recognized upon occurrence of the respective event. Contributions received with donor stipulations that limit the use of the donated assets are reported as either temporarily or permanently restricted support. Unconditional promises to give, with payments due in future years, are reported as either temporarily restricted or permanently restricted support and discounted to present value. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported on the statement of operations and changes in net assets as net assets released from restrictions. Contributions restricted by donors for the acquisition of property and equipment are released from their restrictions when the respective assets are acquired or constructed and placed into service. Such contributions and related releases are reported below the performance indicator.

Special Events Revenue

Special events revenue consists of proceeds from fundraising events, reported net of direct donor benefits, if any. Revenue and related expenses are recognized upon occurrence of the respective event to which they pertain. For the years ended June 30, 2017 and 2016, direct benefits to donors totaled approximately \$23,000 and \$6,000, respectively.

Government Contract Revenue

PH New England's contracts and other program funding arrangements with government agencies are classified as part of operating activities within the unrestricted net asset category and revenue is recognized when earned. PH New England operates under various contracts with government agencies which generally cover a one-year period, subject to annual renewal. The terms of these contracts allow the grantors the right to audit the costs incurred thereunder and adjust contract funding based upon, among other things, the amount of program income received. Any costs disallowed by the grantor would be absorbed by PH New England and any adjustments by grantors would be recorded when amounts are known; however, it is the opinion of management that disallowances, if any, would not be material to the accompanying financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Notes to Financial Statements
June 30, 2017 and 2016

Client and Third-Party Revenue

Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed based on pre-determined rates. Medicaid and managed Medicaid approximated 73% and 62% of total client and third-party revenue for the years ended June 30, 2017 and 2016, respectively. Contracts have been entered into with commercial insurance carriers and reimbursement is based on contracted rates.

Laws and regulations governing healthcare programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near-term. Noncompliance with such laws and regulations could result in fines, penalties, and exclusion from such programs. The federal government and many states have aggressively increased enforcement under Medicaid antifraud and abuse legislation. PH New England believes that it is in compliance, in all material respects, with all applicable laws and regulations and, is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation.

Noncompliance with such laws and regulations could result in repayments of amounts improperly reimbursed, substantial monetary fines, civil and criminal penalties and exclusion from the Medicaid program.

Concentration of Credit Risk

Financial instruments that potentially subject PH New England to concentrations of credit risk consist principally of cash and cash equivalents. PH New England maintains its cash and cash equivalents in various bank deposit accounts that, at times, may exceed federally insured limits. PH New England's cash and cash equivalents have been placed with high credit quality financial institutions at June 30, 2017 and 2016, and PH New England believes the risk of nonperformance by these financial institutions to be remote.

PH New England provides drug and alcohol rehabilitation services through its inpatient and outpatient care facilities. PH New England grants credit without collateral to clients, however, it routinely obtains assignment of (or is otherwise entitled to receive) clients' benefits payable under their respective health insurance programs, plans, or policies (e.g., Medicaid and commercial insurance providers).

Amounts due from government agencies and other receivables by financial class as a percentage of total accounts receivable at June 30, 2017 and 2016, are as follows:

	<u>2017</u>	<u>2016</u>
Medicaid/Managed Medicaid	27 %	36 %
Commercial insurance	43	31
Other third-party payors	30	33
	<u>100 %</u>	<u>100 %</u>

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2017 and 2016

Income Taxes

PH New England follows guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the financial statements if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

PH New England is exempt from federal income tax under IRC section 501(c)(3), though it is subject to tax on income unrelated to its exempt purpose, unless that income is otherwise excluded by the Code. PH New England has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it was nexus; and to identify and evaluate other matters that may be considered tax positions. PH New England has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements.

Subsequent Events

PH New England evaluated its subsequent events through March 9, 2018, the date these financial statements were available to be issued.

3. RELATED PARTY TRANSACTIONS

PH New England is charged for administrative services provided by its Parent based upon a cost allocation plan. The administrative expenses charged by the Parent approximate the federally approved indirect cost rate for the Parent and its affiliates on a consolidated basis, adjusted to reflect PH New England's own administrative expenses. For the years ended June 30, 2017 and 2016, such allocated charges totaled approximately \$1,117,000 and \$519,000, respectively, and are included as part of administrative charges from Parent on the accompanying statements of operations and changes in net assets.

The Parent has adopted a cash management strategy with the principal goal of pooling its cash balances with those of its affiliates to maximize returns and reduce short-term borrowings and to pay for certain costs on behalf of the respective affiliates on a reimbursable basis. As a result of this strategy, certain affiliates participating in the cash management program will have corresponding amounts due to/(from) the Parent as of the reporting date. Amounts reflected as due to Parent on the accompanying statements of financial position of approximately \$3,228,000 and \$3,633,000 as of June 30, 2017 and 2016, respectively, relate to costs incurred by PH New England, but paid for by the Parent. The Parent has represented to PH New England that it will defer collection of this debt and continue to support the operations of PH New England, as needed, until at least April 2019.

4. CONTRIBUTIONS RECEIVABLE

At June 30, 2017 and 2016, contributions receivable consist of unconditional promises to give of approximately \$47,000 and \$23,000, respectively, which are expected to be collected within one year.

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2017 and 2016

Multi-year pledges received are recorded at the present value of their expected future cash flows using a credit adjusted discount rate which articulates with the collection period of the respective pledge. Discount rates assigned to multi-year pledges in the year of origination are not subsequently revised.

5. NOTES RECEIVABLE

During May 2012, PH New England entered into a lease, with no stated rental payments due, and a promissory agreement with Central Vermont Community Land Trust ("CVCLT"), a non-profit corporation existing under the laws of the State of Vermont. In conjunction with a new program, PH New England agreed to lease a facility from CVCLT for twenty years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$100,000 payable by CVCLT and secured by a mortgage of and security interest in the property in Barre, Vermont. The principal of this note does not bear interest nor will any principal be due at any time during which the lease between PH New England and CVCLT is in effect and for a period beginning on the date of termination of the lease and ending on the last day of the twelfth calendar month after such date. The principal due shall be reduced by \$5,000 each year for the initial twenty year term of the lease, beginning with the commencement of the new program, beginning July 1, 2013. In the event the lease is in effect throughout the entire initial 20 year term, the note shall be deemed paid in full upon the conclusion of such term. In the event the lease terminates prior to the conclusion of the initial lease term, then the remaining principal shall be due and payable on the last day of the twelfth full calendar month following termination of the lease. Interest shall begin to accrue on such remaining principal balance beginning on the first day of the first month following the due date at a rate equal to the U.S. Department of the Treasury One Year Treasury Bill Rate in effect on the due date. At June 30, 2017 and 2016, the balance of this note receivable was \$80,000 and \$85,000, respectively. Use of this facility is received free of charge, however, is cancellable by any party to the lease agreement. Given the immaterial amount of the free rent received, the fair value for the right to use this space has not been quantified and recognized in the accompanying financial statements.

During July 2010, PH New England entered into a lease and promissory agreement with Burlington Housing Authority ("BHA"), a housing authority existing under the laws of the State of Vermont and the City of Burlington. In conjunction with a new program, PH New England agreed to lease a facility from BHA for twenty-five years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$75,000 due and payable by BHA on the last day of the twelfth full calendar month immediately following the termination of the lease. Interest accrues on the principal balance of this note, beginning on the first day of the first month following the due date, at a rate equal to the One Year Treasury Bill rate in effect on that date. At June 30, 2017 and 2016, the balance of this note receivable was \$75,000. Total rent expense associated with the lease for this space totaled approximately \$52,000 for each of the years ended June 30, 2017 and 2016.

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2017 and 2016

6. PROPERTY AND EQUIPMENT, NET

At June 30, 2017 and 2016, property and equipment, net, consists approximately of the following:

	<u>2017</u>	<u>2016</u>
Land	\$ 77,000	\$ 77,000
Buildings and improvements	11,505,000	11,163,000
Furniture, fixtures and equipment	1,522,000	1,500,000
Computer equipment	846,000	847,000
Vehicles	45,000	45,000
	<u>13,995,000</u>	<u>13,632,000</u>
Less: Accumulated depreciation and amortization	<u>(8,690,000)</u>	<u>(8,079,000)</u>
	<u>\$ 5,305,000</u>	<u>\$ 5,553,000</u>

7. LONG-TERM DEBT

At June 30, 2017 and 2016, long-term debt consists of the following:

- On May 1, 2007, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$146,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate resets in the fifth year of the loan at a rate equal to the then 5-Year Treasury Constant Maturity rate plus an additional one hundred and seventy-five basis points (175) which resulted in a rate of 2.59% effective June 2012 through the term of the loan agreement in April 2017. The proceeds of the loan were used to purchase and renovate a building in Springfield, MA. Amounts due under the mortgage are secured by the property purchased. During the year ended June 30, 2017, the balance of this loan was repaid in accordance with the terms of the loan agreement. At June 30, 2016, the balance of this mortgage payable was approximately \$70,000.
- On July 18, 2008, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$200,000 due in 120 monthly installments with a final balloon payment, including interest amortized over fifteen years at a rate of 6.46%, due in July 2018. On November 25, 2014, a modification was made to the loan agreement changing the interest rate to 3.99% effective November 19, 2014 and remaining fixed at that rate through the maturity date. All other terms and conditions of the Note remain the same. The proceeds of the loan were used to purchase and renovate a building in Holyoke, MA. Amounts due under the mortgage are secured by property in Springfield, MA. At June 30, 2017 and 2016, the balance of this mortgage payable was approximately \$98,000 and \$115,000, respectively.
- On October 1, 2014, PH New England entered into a loan agreement with Old Colony Realty, LLC in the amount of \$400,000 due in 48 monthly installments. The interest rate is fixed at 9.242%. The proceeds of the loan were used to renovate a building in Quincy, MA. At June 30, 2017 and 2016, the balance of this mortgage payable was approximately \$150,000 and \$251,000, respectively.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Notes to Financial Statements
June 30, 2017 and 2016

- On November 25, 2014, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$468,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate for years 1-5 is fixed at 3.99%. The interest rate resets in the sixth year of the loan at the Bank's Five Year Cost of Funds plus an additional two hundred and ten basis points (210) effective November 2019 through the term of the loan agreement in April 2024. The proceeds of the loan were used to renovate a building in Quincy, MA. Amounts due under the mortgage are secured by property in Providence, RI. At June 30, 2017 and 2016, the balance of this mortgage payable was approximately \$426,000 and \$443,000, respectively.

Approximate annual principal payments due on all debt obligations are as follows for the years ended June 30:

2018	\$ 146,000
2019	144,000
2020	19,000
2021	20,000
2022	20,000
Thereafter	325,000
	<u>\$ 674,000</u>

8. CLIENT AND THIRD-PARTY REVENUE

For the years ended June 30, 2017 and 2016, client and third-party revenue consists approximately of the following:

	<u>2017</u>	<u>2016</u>
Healthcare services	\$ 10,202,000	\$ 9,221,000
Food stamps	59,000	63,000
Private insurance and client payments	3,423,000	4,759,000
Client fees	298,000	617,000
School lunch program	-	19,000
Education, tutoring, and other	-	35,000
	<u>\$ 13,982,000</u>	<u>\$ 14,714,000</u>

9. TEMPORARILY RESTRICTED NET ASSETS

At June 30, 2017 and 2016, temporarily restricted net assets are available for the following purposes:

	<u>2017</u>	<u>2016</u>
Capital initiatives	\$ 70,000	\$ 5,000
Program initiatives	122,000	118,000
	<u>\$ 192,000</u>	<u>\$ 123,000</u>

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2017 and 2016

For the years ended June 30, 2017 and 2016, net assets totaling approximately \$32,000 and \$112,000, respectively, were released in satisfaction of donor-imposed restrictions for program and capital initiatives.

10. RETIREMENT PLANS

PH New England has a tax-deferred annuity plan, which is sponsored by the Parent, for all eligible employees under Section 403(b) of the Code. PH New England makes contributions equal to 3% to 10% of each active participant's compensation, based on years of service, as defined in the plan agreement. Total contributions to this plan by PH New England for fiscal 2017 and 2016, totaled approximately \$218,000 and \$452,000, respectively, and are recorded as part of employee benefits and payroll taxes on the accompanying statements of operations and changes in net assets.

PH New England has a 457(b) deferred compensation plan, which is administered by the Parent, to provide certain employees of PH New England with the benefit of additional tax-deferred retirement savings opportunities. The annual 457(b) deferral limitation for 2017 and 2016 was \$18,000 each year. This plan is entirely funded by employee salary deferrals. Plan assets and liabilities pertaining to the 457(b) plan, which are immaterial to the accompanying financial statements, have not been recognized.

11. FUNCTIONAL EXPENSES

PH New England provides drug and alcohol rehabilitative healthcare services to clients and related support activities as further described in Notes 1 and 2. Expenses related to providing these services, included in the accompanying statements of operations and changes in net assets for the years ended June 30, 2017 and 2016, are approximately as follows:

	<u>2017</u>	<u>2016</u>
Residential treatment services	\$ 12,468,000	\$ 14,506,000
Ambulatory treatment services	2,071,000	2,759,000
Healthcare services	6,314,000	6,632,000
Administration and general	3,750,000	3,683,000
Fundraising	<u>130,000</u>	<u>118,000</u>
Total expenses	<u>\$ 24,733,000</u>	<u>\$ 27,698,000</u>

Residential treatment services are costs associated with providing residential care and treatment to clients. Ambulatory treatment services are costs associated with providing treatment on an outpatient basis to clients.

Supporting services represent costs for administrative and general support activities not directly related to providing rehabilitation services. Fundraising includes the salaries and related expenses of employees involved in fundraising activities.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Notes to Financial Statements
June 30, 2017 and 2016

12. COMMITMENTS AND CONTINGENCIES

Lease Commitments

PH New England leases facilities, vehicles and other equipment under various non-cancelable operating leases expiring at various dates through fiscal 2024. Total expense under these leases was approximately \$1,223,000 and \$1,411,000 for the years ended June 30, 2017 and 2016, respectively.

Future minimum rental payments due are approximately as follows for the years ended June 30:

2018	\$ 1,023,000
2019	1,474,000
2020	109,000
2021	101,000
2022	76,000
Thereafter	<u>7,000</u>
	<u>\$ 2,790,000</u>

In addition, PH New England rents certain facilities under operating leases on a month-to-month basis. Rent expense relating to these month-to-month leases totaled approximately \$210,000 and \$325,000 for the years ended June 30, 2017 and 2016, respectively.

Litigation

PH New England is contingently liable under various claims which have arisen in the ordinary course of its operations. In the opinion of management, the claims will be defended as appropriate and, in certain cases, are adequately covered by insurance. PH New England believes that the resolution of these matters will not have a material effect on its financial position, changes in net assets or cash flows.

SUPPLEMENTARY INFORMATION

PHOENIX HOUSES OF NEW ENGLAND, INC.
Supplemental Information - Schedule of Functional Expenses
For the year ended June 30, 2017

	Program Services			Supporting Services				
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	Total
Salaries	\$ 5,392,996	\$ 1,359,254	\$ 2,861,219	\$ 9,613,469	\$ 1,469,455	\$ 72,974	\$ 1,542,429	\$ 11,155,893
Employee benefits and payroll taxes	1,226,379	330,011	648,564	2,204,954	179,600	16,026	195,626	2,400,580
Consulting and contractual services	1,320,601	117,541	1,122,747	2,565,889	224,336	-	224,336	2,790,225
Resident sustenance	962,682	27	417,184	1,379,893	-	-	-	1,379,893
Occupancy costs	1,380,771	88,536	400,192	1,869,699	283,066	14,401	297,437	2,167,136
Vehicle costs	105,325	7,031	22,689	135,045	54,642	-	54,642	189,687
Communications	337,071	25,763	102,193	465,032	66,489	5,536	72,025	537,057
Office and program supplies	477,084	21,029	279,625	779,738	54,747	15,367	70,114	849,852
Insurance	282,480	50,472	84,400	417,352	79,060	1,395	80,455	497,807
Travel	90,044	38,512	49,634	178,190	61,620	2,026	63,646	241,836
Interest	24,252	-	18,305	42,557	-	-	-	42,557
Miscellaneous	101,299	8,755	45,325	155,359	79,029	1,582	80,602	235,961
Repairs and maintenance	359,235	14,389	126,233	499,857	48,592	716	49,218	549,075
Depreciation and amortization	407,532	7,941	130,439	545,912	32,651	369	33,020	578,932
Administrative charges from Parent	-	-	-	-	1,117,000	-	1,117,000	1,117,000
Total expenses reported by function	\$ 12,467,751	\$ 2,071,241	\$ 6,313,954	\$ 20,852,946	\$ 3,750,128	\$ 130,422	\$ 3,880,550	\$ 24,733,496

This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Supplemental Information - Schedule of Functional Expenses
For the year ended June 30, 2018

	Program Services				Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	Total
Salaries	\$ 6,267,493	\$ 1,772,318	\$ 3,023,183	\$ 11,062,994	\$ 1,635,803	\$ 69,320	\$ 1,705,123	\$ 12,769,317
Employee benefits and payroll taxes	1,603,021	458,820	766,320	2,828,161	349,019	17,083	366,102	3,194,263
Consulting and contractual services	1,460,080	64,091	1,128,403	2,652,576	553,343	82	553,425	3,206,001
Resident assistance	1,046,807	38	453,023	1,499,868	-	-	-	1,499,868
Occupancy costs	1,609,169	230,067	401,164	2,240,600	230,660	14,339	244,999	2,485,599
Vehicle costs	146,437	10,872	18,685	175,993	66,640	-	66,640	242,633
Communications	424,754	51,510	118,701	594,965	67,179	3,816	70,995	665,960
Office and program supplies	516,108	33,624	279,130	828,862	64,388	8,506	72,894	901,756
Insurance	278,805	41,097	63,003	382,905	44,720	923	45,643	428,550
Travel	108,017	51,521	62,578	222,116	33,124	1,560	34,684	256,800
Interest	31,740	-	23,151	54,891	38,049	-	38,049	92,940
Miscellaneous	130,610	16,895	50,329	197,834	49,542	1,156	50,698	248,532
Repairs and maintenance	406,070	11,801	117,254	535,125	26,415	822	27,237	562,362
Depreciation and amortization	477,095	14,899	126,916	618,904	5,129	369	5,498	624,402
Administrative charges from Parent	-	-	-	-	519,200	-	519,200	519,200
Total expenses reported by function	\$ 14,506,406	\$ 2,758,547	\$ 6,631,845	\$ 23,896,798	\$ 3,683,211	\$ 118,178	\$ 3,801,389	\$ 27,698,185

This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.

PETE MUMMA, MS

BEHAVIORAL HEALTHCARE EXECUTIVE

Transformative strategic healthcare executive offering visionary leadership in current and post-contemporary Behavioral Health, integrated care, population health and wellness, clinical and administrative optimization, quality enhancement, and service excellence. Excels at strategic innovation, aligning resources, and advancing stakeholder interests. Thrives in complex situations and deploys business savvy and clinical alignment to achieve goals. Respected for behavioral health expertise and evidence-based, outcome-focused deliverables. Strength in statistical analysis, inter-disciplinary team building, clinical best practices, and budget cycle optimization. Proven experience in integrated care, global budget, population health and wellness, tele-medicine (tele-psychiatry) & overall cost of care reduction.

VALUE OFFERED

- | | |
|---|--|
| D Integrated care design & implementation | D Multi-site strategic & operational oversight |
| D Strategic planning & Global Budget | D Policy development & implementation |
| D Population health and wellness focused | D Financial Accountability / P&L |
| D Quality & performance enhancement | D Evidence-based decision making |
| D Clinically aligned throughput focus | D Multiple-stakeholder solution focus |
| D Program transformation & administration | D Complex statistical trend analysis |
| D Experience working with legislators | D Payer and contract negotiations |

INNOVATIONS AND ACCOMPLISHMENTS

Phoenix Houses of New England

September 2017

Providence, RI

present

Senior Vice President, New England Regional Executive

LifeBridge Health, Baltimore, MD

2014-2017

LifeBridge Health, a "Fortune top 100 Companies to Work For", is a "US News" top rated, Magnet Hospital System headquartered in Baltimore MD with services provided throughout the region across the continuum of care with a primary service market of over 1M attributed lives. LifeBridge Health consists of 4 Hospitals: Sinai Hospital of Baltimore, Northwest Hospital, Carroll Hospital Center, Levindale Hebrew Geriatric Center and Hospital, includes 100+ ambulatory sites, 30+ Urgent Care Centers in 3 states, LifeBridge Health & Fitness, and other ancillary businesses.

System Director, Psychiatry and Behavioral Health, LifeBridge Health

Strategic, financial, clinical, operational and executive responsibility for care and outcomes within the full continuum of services of Psychiatric, Behavioral Health, and Addiction Medicine for the communities served by the LifeBridge Health system.

85

Design, Develop, and Deliver effective outcome-focused care within a state-wide, operationalized post-payer-reform model, HSCRC rate regulated and global revenue capitation environment. Accountable care design and delivery. Integrated care design and delivery. Serve on state and regional committees to proactively drive post-modern reform in the Behavioral Health Space:

Maryland Hospital Association - Behavioral Health Executive Task Force
Maryland Hospital Services Cost Review Commission (HSCRC) - Behavioral Health Subcommittee
Advanced Health Collaborative - Behavioral Health Executive Task Force

Behavioral Health Executive Consultant 2013 - present
National executive consultant focused on Behavioral Health, Psychiatry and Substance Abuse. Emphasis on helping systems and entities implement new solutions to integrated care, population health and population wellness, cost reduction, cost avoidance, and clinical enhancements. Clients have included major insurance companies, tertiary care healthcare systems, pharma and device manufacturing companies, marketing executives, executive directors and boards of directors, private practices, and integrated care sites. Invited lecturer on New Directions in Behavioral Health at a professional conference on integration of services and treatment resistant depression.

Lancaster General Health, Lancaster, PA 2009 - 2014
54 outpatient sites, 640-bed, 3rd-time Magnet Hospital, Thomson Reuters' Top 100 Hospital, America's Best Hospitals - Top 50, US News & World Report.

Administrative Director, Behavioral Health Service Line

Directed the planning, development and implementation of Behavioral Health Services & the Department of Psychiatry, including inpatient, outpatient, consult / liaison service, psych emergency services, integrated behavioral health (counseling and prescriptive services), various professional services contracts with other entities, within a city of 500K residents and a service area of 1.3M.

D Enhanced departmental net revenue by \$15 million over the first fiscal year, and by 7% or more each year thereafter. Closed FY2013 22% ahead of budget for the service line.

D Designed, proposed and implemented 4 different levels of integrated counseling and 2 levels of integrated psychiatry within adult and pediatric Patient Centered Medical Homes and specialty medical sites. Established atypical outcome metrics to determine cross-functional population health impact, and reduce overall cost of medical care.

D Initiated and directed a turnaround / total overhaul of the clinical model of care.

D Led team to drive improvements in Patient Satisfaction scores by 50% increase in "Top Box" scores in first 2 quarters. Won organization-wide awards for most improved specialty group practice for 2 consecutive 8-month periods. Consistent quarterly growth in patient satisfaction in all skill mix groups and all divisions.

D Overhauled, modernized and optimized policies, treatment planning processes, rounds, team structure, departmental reorganization, identification of environmental safety initiatives to deliver 2 successful Joint Commission surveys and successful annual DOH site surveys with zero deficiencies.

D Enhanced revenue, reduced expense, and improved patient satisfaction outcomes of all areas within Behavioral Health Services.

D Provided strategic planning for immediate and long-range needs with all areas that interacted with Behavioral Health Services throughout the Health Network.

D Interfaced with local, regional, and state legislators, law enforcement, community resource groups, and other stakeholders to ensure collaborative success pathway and to define and lobby for solution focused statewide and local change.

D Spearheaded Critical Incident Stress Debriefing (CISD) disaster mental health team, responding on-scene and shortly thereafter to psychologically traumatizing events and disasters for medical and nonmedical staff within the Health Network and to the surrounding community.

University of Maryland Medical System, Baltimore, MD

1992 to 2007

Very large, multi-hospital, quaternary care, academic medical center and bad agency, with a complete psychiatric continuum of care.

Manager, Psychiatric Assessment and Referral Center (1996 to 2007)

D Led several major initiatives that improved projected net collections by \$2+M annually for inpatient psychiatry, and substantially strengthened access to care.

D Developed and taught clinical, legal and administrative trainings to attending and resident physicians, as well as clinical and non-clinical staff.

D Identified insurance billing problems and implemented swift corrective action to reverse a \$4M annual loss trend.

D Presented legal cases, coordinated testimony, called witnesses under direct and cross-examination for the University of Maryland Medical System at over 4000 involuntary admission hearings, and hundreds of forced medication review panels. Presented argument against public defender to administrative law judges, including opening statements and closing arguments.

O Orchestrated expansion of clinical call center's scope to successfully double operating hours, tripled volume, and yielded 1000+% annual return on investment.

O Computerized operations designed, programmed, and administered complex interactive relational databases to streamline clinical care, cost effectiveness and resource sharing, expedite reimbursement for treatment, and maximize patients' access to care.

Clinical Admissions Coordinator (1993 to 1996)

Psychiatric Counselor (1992 to 1994)

EDUCATION

M.B.A., Health Care Management (*in progress, thesis phase*), York College of PA, York, PA

M.S., Applied Psychology, University of Baltimore, Baltimore, MD, 1998

B.A., Psychology, Goucher College, Towson, MD, 1992

PROFESSIONAL MEMBERSHIPS & COMMUNITY SERVICE

American College of Healthcare Executives (ACHE) (2003 to present)
Board of Directors, Aavidum. (2013-2014)
Exec. Comm. Member, Lancaster CoJ Suicide Prevention Coalition. MHA (2012-2014)
President, Board of Directors, NAMI -Wilmington, NC Chapter (2008-2009)
Exec. Board Member, United Way - Ten Year Plan to End Chronic Homelessness -Wilmington, C
(2008-2009)

POLICY AND LEGISLATIVE

Lancaster Health Improvement Partnership (b HIP) - Lancaster Chamber of Commerce
Community Needs Health Assessment and Planning Committee, 2013

Management and Operations Reform - State Psychiatric Hospitals of North Carolina, Mental Health
Advisory Committee to NC Secretary of Health Dempsey Benton,
Legislative Session 2008

Mental Health Crisis Services and Safety Net Reform, North Carolina,
Mental Health Advisory Committee to NC Secretary of Health Dempsey Benton,
Legislative Session 2008

New Hanover County Health Summit,
University of North Carolina -Wilmington,
Facilitator, roundtable discussion: "Enhancing Access to Mental Health Care"

SPECIALIZED EXPERIENCE

Incident Command Structure (ICS): Applying ICS to Health-care Organizations and Hospitals C1-200, Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Institute. 2008, 2015.

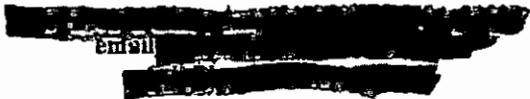
National Incident Management System (NIMS) (1-700), Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Institute. 2008, 2015.

Critical Incident Stress Management, Intermediate - NCSE Regional Incident Command, 10/2008

Critical Incident Stress Management, Advanced - Pennsylvania Emergency Behavioral Health Institute, Instructor: Cofounder of CISD model George Everly, Ph.D., 06/2010

Psychological First Aid, PA Emergency Behavioral Health Institute / American Red Cross, 5/2010

Daniel I. Pender



Employment History

- PHNE Regional Director of Continuous Quality Improvement & Risk Management & Interim Sr. Program Director of VT, NH, Western MA July '17 – present
- PHNE – Quality Improvement – Regional Director (Part-time) Jan '11- July '17
- PHTSS - Transitional Support Services - Program Director April '08 – July '17
 - Program Director of 25 co-ed adult beds & Clinical Supervisor of 20 staff.
- PH Academy – Feb.'07 – April '08
 - Senior Counselor & part of Management team

Part-time Marriage & Family Therapy Private Practice, CT/MA June 1993 - 2009

Behavioral Health Network (BHN) - January 2006 - July 2006

- * Outpatient Clinician

- * Case Manager to Victims of Clergy Sexual Abuse

South Congregational Church, Lay Minister (Assistant to Pastor) Jan 2000 – Jan 2006

Agawam Congregational Church, Lay Minister (Assistant to Pastor) 1995 -1999

Graduate Studies September 1989 - January 1993

Mortgage Backed Securities Broker, Garban Limited, Wall Street,

- * Desk Manager (25 brokers), Assistant Desk Manager (125 brokers) Aug '84-Aug '89

Darby O'Brien Advertising, Account Executive (TV/Radio Prod.), Springfield, MA 1982 - '84

Education

Masters degree, Marriage & Family Therapy (Systems Theory)

Clinical member of the American Association of Marriage & Family Therapy
regularly participating in continuing education workshops

Saint Joseph's College, West Hartford, CT, 1989 - 93

BA, Saint Alphonsus College, (Liberal Arts), Suffield, CT, 1981

Continuing Education: Certified in MET/CBT 5, Cultural Competency, NIATx, SIV, STAR (Seminars on Trauma Awareness & Recovery), Conflict Transformation & Management, Eastern Mennonite University, VA 2004, Natural Family systems theory study group, EEYM (Effective Education for Youth Ministry & Christian Educators)

Proven Skills

Employee Supervision; hiring and supervising paid and volunteer staff

Financial Management; fundraising; budget creation & implementation

Communication; supervising editor of content, layout & design of newsletters & web page

Organizational Training & Development; teaching/training for staff & volunteers

Volunteer Recruitment; in not-for-profit settings where volunteers are critical to success

Administration; making order out of chaos; imaginative problem-solver; expert team builder; easy to work with; able to make difficult decisions; creating, organizing, and executing projects, workshops, etc; accustomed to working with boards and committees

AMELIE GOODING MA

SKILLS:

Thirty years of management and clinical experience in substance use and mental health disorders, with a focus on intervention treatment, and recovery services
Expertise in staff hiring, training, and both clinical and administrative supervision
Responsible for developing a continuum of care from outpatient services to detoxification, residential rehabilitation, and partial hospital level of care
Oversee and report on related quality assurance and outcome measures
Member of National Clinical Transformation Team for Phoenix House
Fiscal oversight of a budget which grew from \$850,000 to over 2 million dollars.
Psychiatric and substance use assessment and interviewing skills
Individual, group and family psychotherapy skills
Team building and Motivational Enhancement expertise
Experience teaching a college level substance abuse disorders course
Public relations and community development experience
Fully fluent in French

PROFESSIONAL EXPERIENCE:

**6/1997-present: SENIOR PROGRAM DIRECTOR
Phoenix House-Keene Center, Keene NH**

Manage a continuum of care ranging from residential detoxification and treatment to outpatient services; develop multi-level of care programs (PHP and IOP) with medication assisted detoxification and treatment. Develop new payment streams and referral sources; oversee and conduct insurance authorizations and utilization reviews; serve on various committees and taskforces; work closely with community partners and agencies; maintain CARF accreditation.

**9/2000-2010: CLINICAL CONSULTANT
Vermont Academy, Saxtons River VT**

Conduct alcohol and drug assessments on students caught using alcohol and/or other drugs. Interview student and parents and submit report to student, family and school.

**6/1997-4/1999: CLINICAL DIRECTOR
Marathon Behavioral Treatment Services, Keene NH**

Develop, implement and direct residential substance abuse and co-occurring treatment; oversee detoxification services, Outpatient services, including a prison diversion program, and Transitional Living program. Hire, train, and supervise a clinical staff of 10. Implement and oversee Quality Assurance and Safety and Health programs. Assure compliance with CARF standards and federal and state regulations.

**7/94-10/96: NATIONAL SALES MANAGER
Momentum Clothing, LTD. Keene, NH**

Hire and oversee a six-member national sales force; member of a three-person team responsible for design, production, distribution and sales of five collections a year of women's clothing; sales and customer relations; travel to India for fabric design and production.

**1/93-6/94 THERAPIST AND YOUTH COUNSELOR
The Youth Resource Center Keene NH and Northfield Mt. Herman School,
Northfield, MA**

Conduct weekly group psychotherapy for students with alcohol and other substance misuse problems; also work with high school drop outs in obtaining GEDs and employment, as well as providing individual counseling for that population.

**10/91-11/92: CLINICAL DIRECTOR OF DUAL DIAGNOSIS SERVICES
Spofford Hall, Spofford NH**

Manage a 15-bed inpatient rehabilitation unit and supervise a 12 -member clinical staff; develop and implement dual diagnosis program; conduct individual and group therapy; conduct treatment planning, quality assurance and clinical supervision.

**10/85-9/91: PROGRAM DIRECTOR, MENTAL HEALTH UNIT
The Cheshire Medical Center, Keene NH**

Hire and supervise a seven-member clinical staff; implement and oversee inpatient programming for 10 adults and 10 adolescents; ER triage and assessment and crisis management; initiate and co-sponsor quarterly educational symposia for professional community; write brochures and handbooks; group psychotherapy facilitator.

9/83-8/85: COORDINATOR OF PSYCHIATRIC SERVICES /STAFF THERAPIST
C.B. Wilson Center, Faribault, MN

Clinically manage a ten-bed adolescent unit and carry a case load of five clients for individual therapy (5 times weekly) and case management; co-lead four groups weekly; facilitate team meeting and write up weekly treatment plans.

12/75-6/79: FASHION DESIGN ASSISTANT/EDITORIAL STAFF MEMBER
GIORGIO SANT'ANGELO DESIGN; VOGUE and ALL IN STYLE MAGAZINES
New York, NY

EDUCATION:

1983 ANTIOCH UNIVERSITY
 MASTERS OF ARTS IN COUNSELING
 Adolescent specialization

1975 VASSAR COLLEGE
 BACHELOR OF ARTS
 double major: French and Psychology

 SORBONNE UNIVERSITY
 Diplome de Langue et de Civilization Francaise

LICENSURE:

1985: Licensed as a Master's level Psychologist in Minnesota
1999: Licensed as a Clinical Mental Health Counselor in New Hampshire
2001: Licensed as a Master's level Drug and Alcohol Counselor in New Hampshire

References available upon request

141

Peter A. Dal Pra LADC, LCS, ICADC, ICCS

[REDACTED]
[REDACTED] 503
[REDACTED]

EDUCATION

New Hampshire Technical Institute
Concord, New Hampshire
Associate in Science Degree in Human Services with a Major in Alcohol and
Drug Abuse Counseling.
Received May 20, 1994 with Honors.

**PROFESSIONAL
EXPERIENCE**

- March 2, 2009 To Present Phoenix Houses of New England
Dublin NH
Program Director
- July 2000 to Present DalPra Counseling Services
- Jan. 2002 to Nov. 2008 Serenity Place, Manchester NH
Interim Executive Director
Clinical Director/Supervisor
- Apr. 2001 to Jan. 2002 Community Alliance for Teen Safety-Teen Resource Exchange, Derry NH
Alcohol & Drug Counselor
- Oct. 1997 to May 2001 NH Division of Alcohol and Drug Abuse Prevention & Recovery
Chemical Dependency/ HIV AIDS/Prevention Case Manager
- Sept. 1997 to June 2000 Southeastern NH Services, Dover NH
NH State Certified IDIP Instructor
- Sept. 1994 to Oct. 1997 Nashua Public Health Department, Nashua, New Hampshire
HIV/AIDS Street Outreach Worker.
- July 1994 to Feb. 1995 Seaborn Hospital, Dover, New Hampshire
Adult/Adolescent Units
Counselor I
- Feb. 1993 to Nov. 2008 Serenity Place-REAP, Manchester, New Hampshire
NH State Certified IDIP Instructor

**PROFESSIONAL
SOCIETIES**

- May 1998 NAADAC
National Association of Addiction Professionals
- May 1998 NHADACA
NH Association of Alcoholism and Drug Abuse Counselors

PERSONAL

Adjunct Faculty Concord Community College (NHTI) Concord NH 2015, 2016, 2017
Licensed Alcohol and Drug Abuse Counselor, March 1998 Lic # 0439
Licensed Clinical Supervisor, August 2006 Lic # 029
Internationally Certified Alcohol & Drug Counselor ICADC # 19095
Internationally Certified Clinical Supervisor ICCS # 01965
Nationally Certified Trainer:
 "Preventing HIV Disease Among Substance Abusers"
 "Reaching Adolescents with Risk Free Messages".
Faculty New England Institute of Addiction Studies (NEIAS) 2007, 2008, 2009, 2010, 2012, 2013, 2014, 2015, 2016, 2017
Past President Board of Directors-Manchester NH East Little League
Past Member Board of Director-Manchester East Little League
Past President- NH Alcohol and Drug Abuse Counselors Association 2004-06
Past President NH Alcohol and Drug Abuse Counselors Association 2013-15
Former Member NH Board of Alcohol & Other Drug Abuse Professional Practice-Peer Review Committee
Former Member Board of Directors- Southern NH AIDS Task Force
Former Member Health & Safety Committee Greater Nashua Red Cross
Senior Staff-NH Teen Institute Summer Program 1999-2013
Co-Director NH Teen Institute Summer Program 2006, 2009, 2010, 2011, 2012, 2013
Certified "Challenge Course Instructor"
Advisory Board Member Southern NH Integrated Health Care Program
Member Demand Treatment Coalition
Member Northern Hillsborough County Coalition
Certified Instructor PRIME for LIFE
2003 Jefferson Award Recipient
Former Board of Director-NH Alcohol and Other Drug Service Providers Association
Former Member Governor's Commission on Alcohol Prevention, Intervention and Treatment-Treatment Task Force
Former Member Mobile Community Health Team Project-Homeless Healthcare Advisory Board
Governor Lynch Appointee to the Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs
2007 and 2011 Legislative Advocate Award Recipient from NHADACA
2009 Lifetime Advocacy Award Recipient from NHADACA
2010-2016 Governor Lynch and Governor Hassan Appointee to the NH Board of Alcohol and Other Drug Abuse Professionals
2015 Chair NH Board of Alcohol and Other Drug Abuse Professionals
Certified Crisis Prevention Institute (CPI) Trainer
Certified HCV Basic Educator
Certified Recovery Coach Trainer

REFERENCES

Available upon request

CONTRACTOR'NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Mumma	SVP, Regional Executive	\$240,000	0.00%	\$0.00
Daniel Pender	Senior Program Director	\$85,000	0.00%	\$0.00
Amelie Gooding	Program Director	\$85,700	1.00%	\$857.00
Peter DalPra	Program Director	\$68,200	33.00%	\$22,506

9



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

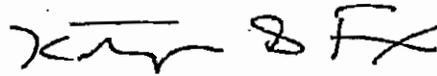
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Substance Use Disorder Treatment And
Recovery Support Services**
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Svcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhlth-Health
4. Paul Kieran, Clinical Svcs Spclst, Drug & Alcohol Svcs
5. Abby Shockley, Snr Policy Analyst, Substance Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FIT/NHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$0	\$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS; DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364		\$103,364
Sub-total			\$103,364	\$0	\$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177689-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			\$2,205,533	\$0	\$2,205,533
Grand Total All			\$3,157,927	\$0	\$3,157,927

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-09)

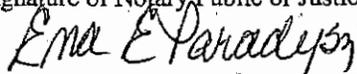
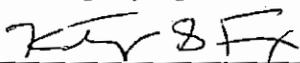
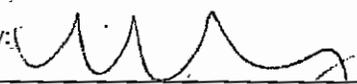
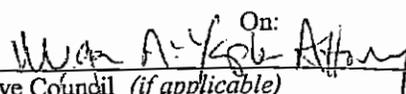
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Phoenix Houses of New England, Inc.		1.4 Contractor Address 99 Wayland Avenue, Suite 100 Providence RI 02906	
1.5 Contractor Phone Number 401-331-4250 x3201	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$232,921
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature  5/31/2018		1.12 Name and Title of Contractor Signatory PETER MUHAMA SR. VP, NEW ENGLAND REGIONAL EXECUTIVE	
1.13 Acknowledgement: State of RHODE ISLAND , County of PROVIDENCE On 5/31/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> ENA E. PARADYSZ Notary Public-State of Rhode Island My Commission Expires May 31, 2021 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace ENA E PARADYSZ - NOTARY			
1.14 State Agency Signature  Date: 6/7/18		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On:  6/8/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
- 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
- 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
- 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
- 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

- 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
- 2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
- 2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.



Exhibit A

- 2.3.1.7. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
- 2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client.
 - 2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."
- 2.4. Reserved
- 2.5. Enrolling Clients for Services
 - 2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
 - 2.5.2. The Contractor must complete intake screenings as follows:
 - 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
 - 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

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Exhibit A

- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
 - 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.7 and 2.3.2; within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
 - 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
 - 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
 - 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
 - 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or



Exhibit A

- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;

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Exhibit A

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- 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
 - 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
 - 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
 - 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
 - 2.5.8.5. Individuals with Opioid Use Disorders.
 - 2.5.8.6. Veterans with substance use disorders
 - 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
 - 2.5.8.8. Individuals who require priority admission at the request of the Department.
 - 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
 - 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
 - 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
 - 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
 - 2.5.14. The Contractor shall not deny services to an adolescent due to:

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Exhibit A

- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
- 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
 - 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
 - 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
- 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

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Exhibit A

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

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Exhibit A

- 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part

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Exhibit A

- 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.
- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as



Exhibit A

applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively



Exhibit A

- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
 - 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>

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6/1/18



Exhibit A

- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
 - 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
 - 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco



Exhibit A

cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.



Exhibit A

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

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6/1/18



Exhibit A

- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases



Exhibit A

(STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

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6/1/18



Exhibit A

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;



Exhibit A

- 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
- 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits

RW

6/1/18



Exhibit A

- 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:
 - 8.1.1. Days of Cash on Hand:
 - 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
 - 8.1.2. Current Ratio:
 - 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

PW

6/1/18



Exhibit A

- 8.1.2.2. Formula: Total current assets divided by total current liabilities.
- 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
 - 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

RW

6/1/18



Exhibit A

- 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
- 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
- 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

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Exhibit A

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- 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
 - 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
 - 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
 - 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
 - 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
 - 4.6. The Contractor shall:
 - 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
 - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
 - 4.7. The Contractor shall post the following documents in a public area:
 - 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
 - 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
 - 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
 - 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
 - 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
 - 4.11. The Contractor shall:
 - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
 - 4.11.2. Submit additional information if required by the department; and
 - 4.11.3. Report the event to other agencies as required by law.
 - 4.12. The Contractor shall implement policies and procedures for reporting:
 - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
 - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
- 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
- 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible; the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
- 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
- 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
- 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
- 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
- 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
- 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
- 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
- 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
- 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
- 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a Contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
- 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
- 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
- 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
- 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance-abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment
or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 8 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
- 6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:
 - 6.2. Medication:



Exhibit B

- 6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.
- 6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:
 - 6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.
- 6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
- 6.2.4. The Contractor shall maintain documentation of the following:
 - 6.2.4.1. WITS Client ID #;
 - 6.2.4.2. Period for which prescription is intended;
 - 6.2.4.3. Name and dosage of the medication;
 - 6.2.4.4. Associated Medicaid Code;
 - 6.2.4.5. Charge for the medication.
 - 6.2.4.6. Client cost share for the service; and
 - 6.2.4.7. Amount being billed to the Department for the service.
- 6.3. Physician Time:
 - 6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.
 - 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

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6/1/18



Exhibit B

6.3.3. The Contractor shall maintain documentation of the following:

- 6.3.3.1. WITS Client ID #;
- 6.3.3.2. Date of Service;
- 6.3.3.3. Description of service;
- 6.3.3.4. Associated Medicaid Code;
- 6.3.3.5. Charge for the service;
- 6.3.3.6. Client cost share for the service; and
- 6.3.3.7. Amount being billed to the Department for the service.

6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

7. Charging the Client for Room and Board for Low-Intensity Residential Treatment

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25

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Exhibit B

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Sliding Fee Scale

8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

8.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Submitting Charges for Payment

9.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

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6/1/18



Exhibit B

- 9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 9.1.5. Submit separate batches for each billing month.
- 9.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 9.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
11. Funds in this contract may not be used to replace funding for a program already funded from another source.
12. The Contractor will keep detailed records of their activities related to Department funded programs and services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

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6/1/18



Exhibit B

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- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 15.2.1. Make cash payments to intended recipients of substance abuse services.
 - 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable



Exhibit B

program, and participation must be voluntary for the program beneficiaries.

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6/1/18



Exhibit B-1

Service Fee Table

- The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

[Handwritten Signature]

6/1/18



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

RW
6/1/18



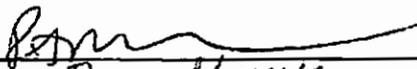
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/18
Date


Name: PETER MUHMA
Title: SR VP, NE REGIONAL DIRECTOR

Contractor Initials 
Date 6/1/18



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *PHOENIX HOUSES OF NEW ENGLAND, INC.*

5/30/18
Date

Pete Mumma, MS
Pete Mumma, MS
Name: *PETER MUMMA*
Title: *SR VP, NE REGIONAL EXECUTIVE*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC.

Date 5/31/18

Pete Muma, MS
Name: PETER MUMMA
Title: JRVP, NE REGIONAL DIRECTOR

Contractor Initials PV
Date 6/1/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations -- OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations -- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations -- Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

RD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

6/1/18

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/18
Date

[Signature]
Name: PETER MUHMA
Title: JR. VP, NE REGIONAL EXECUTIVE

Exhibit G

Contractor Initials RM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 6/1/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/18

Date

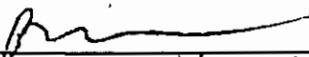

Name: PETER MUMMA
Title: JR. VP, NE REGIONAL EXECUTIVE



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

RW

6/1/18



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Handwritten initials, possibly "LP", in black ink.

Handwritten date "6/1/18" in black ink.



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State
Katja S Fox
 Signature of Authorized Representative
Katja S Fox
 Name of Authorized Representative
Director
 Title of Authorized Representative
6/7/18
 Date

PHOENIX HOUSES OF NEW ENGLAND, INC
 Name of the Contractor
Peter Munna
 Signature of Authorized Representative
PETER MUNNA
 Name of Authorized Representative
SR. VP, NE REGIONAL EXECUTIVE
 Title of Authorized Representative
5/31/18
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/18
Date


Name: PETER MUMMA
Title: JR VP, NE REGIONAL EXECUTIVE



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: 075715193
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: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and-determine risk-based responses to Incidents; and

Handwritten initials, possibly "RW", in black ink.

Handwritten date "6/1/18" in black ink.



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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6/1/18



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Youth Services, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

Handwritten signature and date: 6/29/18



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
- 4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
- 5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8, in its entirety.

The rest of this page intentionally left blank.

Wm
6/25/18



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

[Signature]
Katja S. Fox
Director

Seacoast Youth Services

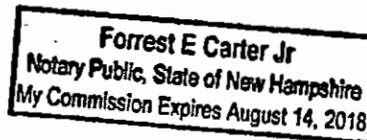
June 28, 2018
Date

[Signature]
Name: Vic Maloney
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 6/28/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace



Mr. Forrest E. Carter Jr.
Name and Title of Notary or Justice of the Peace

My Commission Expires: Aug 14, 2018

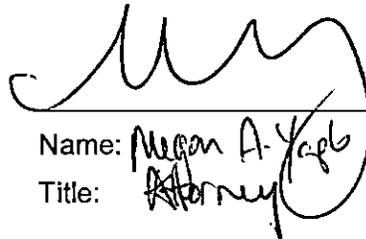


**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/2/19
Date


Name: Megan A. Yarb
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

mm
6/28/18

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State of New Hampshire

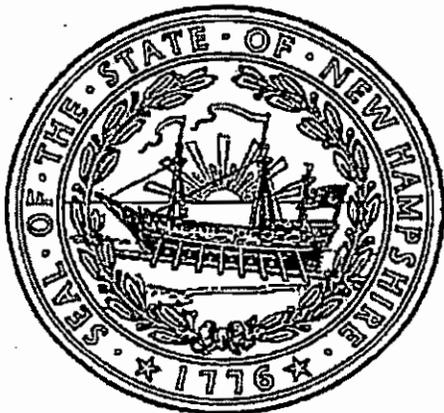
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST YOUTH SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 19, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 393797

Certificate Number: 0004103672



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Tina Carey, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Seacoast Youth Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/10/18:
(Date)

RESOLVED: That the Vic Maloney
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of June, 2018.
(Date Amendment Signed)

4. Victor Maloney is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Tina Carey
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 28th day of June, 2018.

By Tina Carey
(Name of Elected Officer of the Agency)

Forrest E. Carter Jr
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: Aug. 14, 2018

Forrest E Carter Jr
Notary Public, State of New Hampshire
My Commission Expires August 14, 2018

(Odyssey-intensive-outpatient-program-for-adolescents-in-new-hampshire)

Professional Programs

Our Mission Is To Engage Youth Through Positive Youth Development And Evidence-Based Practices; Strengthen Families Through Education And Therapeutic Support; And Build Communities By Fostering Resilience And Positive Social Engagement.

Warning Signs ()

Get Help ()

Get Informed ()

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2017

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2017 calendar year, or tax year beginning **2017**, and ending **20**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization Seacoast Youth Services		D Employer identification no. 02-0529135
	Doing business as		E Telephone number (603) 474-3332
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ 838,248
	867 Lafayette Rd PO Box 1381		
City or town, state or province, country, and ZIP or foreign postal code Seabrook, NE 03874		F Name and address of principal officer: Tina Carey Same as C above	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H(a) Is this a group return for subsidiaries? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subsidiaries included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list (see instructions)	
J Website: seacoastyouthservices.org		H(c) Group exemption number ▶	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 2001	M State of legal domicile: NH

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: Provides educational prevention programs to youths		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	10
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	10
	5 Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	35
	6 Total number of volunteers (estimate if necessary)	6	
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, line 34	7b	0	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 294,731	Current Year 247,537
	9 Program service revenue (Part VIII, line 2g)	367,664	588,211
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		0
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 9e, and 11a)		2,500
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	662,395	838,248
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	495,404	623,031
	16a Professional fundraising fees (Part IX, column (A), line 11e)		0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 15,850		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	163,488	159,032	
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	658,892	782,063	
19 Revenue less expenses. Subtract line 18 from line 12	3,503	56,185	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 66,250	End of Year 76,495
	21 Total liabilities (Part X, line 26)	58,829	12,889
	22 Net asset or fund balances. Subtract line 21 from line 20	7,421	63,606

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Victor Maloney Signature of officer	Date
	Victor Maloney, Executive Director Type or print name and title	

Paid Preparer Use Only	Print/preparer's name Kevin B Donovan	Preparer's signature	Date 05-01-2018	Check <input type="checkbox"/> if PTIN self-employed	PTIN XXXXXXXXXX
	Firm's name ▶ Donovan and Company LLC	Firm's EIN ▶		Phone no. 978-475-2067	
	Firm's address ▶ PO Box 2115 Andover MA 01810				

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

For Paperwork Reduction Act Notice, see the separate instructions.

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

Provides educational prevention programs to youths

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: _____) (Expenses \$ 690,634 including grants of \$ _____) (Revenue \$ 598,211)

The organization offers education, prevention and timely intervention programs to youths

4b (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4c (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4d Other program services (Describe in Schedule O.)
(Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4e Total program service expenses **▶ 690,634**

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Part IV Checklist of Required Schedules

Table with 3 columns: Question Number, Yes, No. Rows include questions 1 through 19 regarding organizational requirements for various schedules (A through G).

Part IV Checklist of Required Schedules (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		X
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with columns for question number, description, sub-column (e.g., 1a, 1b), and Yes/No checkboxes. Includes questions 1a-14b regarding Form 1096, Form W-2G, backup withholding, Form W-3, unrelated business income, foreign accounts, prohibited tax shelter transactions, and charitable contributions.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members of the governing body at the end of the tax year... 1b Enter the number of voting members included in line 1a, above, who are independent... 2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?...

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates? 10b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?...

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed New Hampshire
18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records: Victor Maloney (603) 474-3932, 867 Lafayette Rd PO Box 1381, Seabrook, NH 03874

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's current key employees, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Janine L. Richards Director and Secretary	1.00	X		X			0	0	0	
(2) Tina Carey Director and Chairperson	1.00	X		X			0	0	0	
(3) Catherine Golas Director	1.00	X					0	0	0	
(4) Jerome Fuller Director	1.00	X					0	0	0	
(5) Steve O'Neil Director and Treasurer	1.00	X		X			0	0	0	
(6) Margaret O'Day Director	1.00	X					0	0	0	
(7) Deborah Vasconcellos Director	1.00	X					0	0	0	
(8) Erica Candace Director	1.00	X					0	0	0	
(9) Victor Maloney Executive Director					X		61,360	0	0	
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) -----										
(16) -----										
(17) -----										
(18) -----										
(19) -----										
(20) -----										
(21) -----										
(22) -----										
(23) -----										
(24) -----										
(25) -----										
1b Sub-total										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							61,360	0	0	

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2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns					
	b Membership dues					
	c Fundraising events	61,014				
	d Related organizations					
	e Government grants (contributions)					
	f All other contributions, gifts, grants, and similar amounts not included above	186,523				
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f	247,537				
Program Service Revenue	Business Code					
	2a Youth Services	624100	588,211	588,211		
	b					
	c					
	d					
	e					
	g Total. Add lines 2a-2f	588,211				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)					
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	(i) Real	2,500			
		(ii) Personal				
		b Less: rental expenses				
		c Rental income or (loss)	2,500			
	d Net rental income or (loss)		2,500	2,500		
	7a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		b Less: cost or other basis and sales expenses				
		c Gain or (loss)				
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including \$ 61,014 of contributions reported on line 1c) See Part IV, line 18	a				
b Less: direct expenses	b					
c Net income or (loss) from fundraising events						
9a Gross income from gaming activities. See Part IV, line 10	a					
b Less: direct expenses	b					
c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances	a					
b Less: cost of goods sold	b					
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code				
11a						
b						
c						
d All other revenue						
e Total. Add lines 11a-11d						
12 Total revenue. See Instructions		838,248	590,711	0	0	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	61,360	6,136	52,156	3,068
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	494,670	494,670		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	26,749	22,506	4,143	
10 Payroll taxes	40,252	36,262	3,990	
11 Fees for services (non-employees):				
a Management				
b Legal	735		735	
c Accounting	1,950		1,950	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	6,224	6,224		
12 Advertising and promotion	2,765	2,765		
13 Office expenses	2,503		2,503	
14 Information technology				
15 Royalties				
16 Occupancy	31,899	26,499	5,400	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	62	62		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	3,613	3,613		
23 Insurance	13,702	9,000	4,702	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Program services	81,041	81,041		
b Transportation	1,756	1,756		
c Fundraising	12,782			12,782
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	782,063	690,634	75,579	15,850
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	50,350	1	67,948
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	4,240	4	500
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 22,531		
	b Less: accumulated depreciation	10b 14,484	11,660	10c 8,047
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 34)		66,250	16	76,495
Liabilities	17 Accounts payable and accrued expenses	56,101	17	12,116
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties	2,728	23	773
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25		58,829	26
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	7,421	27	63,606
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances	7,421	33	63,606	
34 Total liabilities and net assets/fund balances		66,250	34	76,495

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	838,248
2	Total expenses (must equal Part IX, column (A), line 25)	2	782,063
3	Revenue less expenses. Subtract line 2 from line 1	3	56,185
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	7,421
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	63,606

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

1 Accounting method used to prepare the Form 990: Cash Accrual Other _____
 If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant?
 If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis

b Were the organization's financial statements audited by an independent accountant?
 If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis

c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?
 If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?

b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits

	Yes	No
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2a	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2b	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2c	<input type="checkbox"/>	<input type="checkbox"/>
3a	<input type="checkbox"/>	<input type="checkbox"/>
3b	<input type="checkbox"/>	<input type="checkbox"/>

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**Seacoast Youth Services Board of Directors
2018**

Tina Carey/Chairperson

**Erica Candage
Fundraising Committee**

**Jerome Fuller Jr.
Executive Committee**

**Steve O'Neil
Fundraising Committee**

**Cathy Golas, Secretary
Fundraising Committee**

**Debra Vasconcellos
Program Committee**

**William Rothney
Treasurer**

***Board positions are non-compensatory**

VICTOR MALONEY

EDUCATION

1973- 1977 University of New Hampshire Durham, NH
Bachelors of Science, Recreation Administration

PROFESSIONAL EXPERIENCE

1977 - 1981 **Owner/Trainer Park Place Kennels** Seabrook, NH
Responsible for care and conditioning of racing
greyhounds

1981-1996 **Goldsmith's Sporting Goods** Bangor, ME
Responsible for cultivating team and institutional sales of
sporting goods in NH and Eastern Mass.

1996-2000 **ERA Masiello** Hampton, NH
Residential real estate sales

2000-2001 **Odyssey House** Hampton, NH
Milieu worker at adolescent residential facility

2001-present **Executive Director**
Seacoast Youth Services Seabrook, NH

VOLUNTEER EXPERIENCE

Little league commissioner – 12 yrs. Hampton, NH

Board of Deacons – First Congregational Church, Hampton, NH

Board of Wardens - First Congregational Church, Hampton, NH

Big Brothers/Big Sisters

AWARDS RECEIVED

John Hancock Insurance, Youth Volunteer Award 2011

University of New Hampshire Cooperative Extension,
Outstanding Community Partner 2008

NH Providers Association Prevention Provider of the Year 2013

Maria Kenney

EDUCATION

New York University, New York, New York
Master of Arts 1983
Bachelor of Fine Arts 1982

EXPERIENCE

Seacoast Youth Services, Seabrook, NH 2016-Present
Administrative Director

Seacoast Youth Services, Seabrook, NH 2012-2014
Development Director

ARRO Services, Seabrook, NH 2010-2012
Executive Director

VOLUNTEER WORK

Womenade of the Hamptons, Hampton, NH 2005-2012
Founding Member/President

5

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Seacoast Youth Services

Name of Program/Service:

RFA-2019-BDAS-01-SUBST *Substance Use Disorder Treatment & Recovery Support*

BUDGET PERIOD			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Victor Maloney - Executive Director	61,360 \$0	Ø 0.00%	\$0.00
Maria Kenney - Admin. Asst.	45,032 \$0	Ø 0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

69



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION FOR BEHAVIORAL HEALTH
 BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
 Commissioner

Katja S. Fox
 Director

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6110 1-800-852-3345 Ext. 6738
 Fax: 603-271-6105 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

June 19, 2018

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

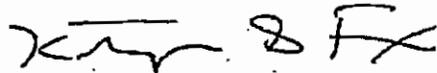
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer-Names

1. Jamie Powers, Clinical & Recovery
Svcs Admin II, BDAS
2. Julie Lane, Program Specialist III,
BHS
3. Shawn Blakey, Prog Specialist IV,
Child Bhvl-Health
4. Paul Kieman, Clinical Svcs
Spclst, Drug & Alcohol Svcs
5. Abby Snockley, Smr Policy Analyst,
Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	440	270	North Country
2. <u>DJsmas Home of New Hampshire, Inc.</u>	440	262	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	338	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	328	Capital
5. <u>FTI/NH, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	280	Greater Nashua
8. <u>Halo Educational Systems</u>	440	see below*	Upper Valley
9. <u>Headrest</u>	440	283	Upper Valley
10. <u>Hope on Haven Hill Inc.</u>	440	304	Stratford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	394	Greater Nashua
12. <u>North Country Health Consortium</u>	440	325	North Country
13. <u>North Country Health Consortium</u>	440	295	Carrol County
14. <u>Phoenix Houses of New England, Inc.</u>	440	361	Monadnock
15. <u>Seacoast Youth Services</u>	440	215	Seacoast
16. <u>Seacoast Youth Services</u>	440	215	Stratford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	440	370	Stratford
19. <u>West Central Services, Inc.</u>	440	231	Greater Sullivan
20. <u>White Horse Addiction Center, Inc.</u>	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dismas Home of NH

Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Clt/Famum

Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County

Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headrest, Inc

Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country -
Health Consortium

Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$0	\$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364		\$103,364
Sub-total			\$103,364	\$0	\$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			<u>\$2,205,533</u>	<u>\$0</u>	<u>\$2,205,533</u>
Grand Total All			<u>\$3,157,927</u>	<u>\$0</u>	<u>\$3,157,927</u>

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-10)

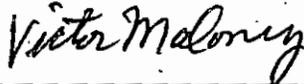
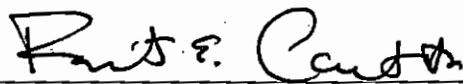
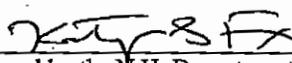
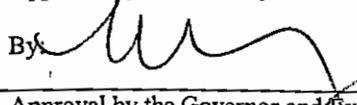
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Seacoast Youth Services		1.4 Contractor Address 867 Lafayette Road Seabrook, NH 03874	
1.5 Contractor Phone Number 603-474-3332	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$73,200
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Victor MALONEY Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>6/1/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Forrest E Carter Jr Notary Public, State of New Hampshire My Commission Expires August 14, 2018 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Mr. Forrest E. Carter Jr.			
1.14 State Agency Signature  Date: <u>6/7/18</u>		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date

WM
6/1/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials um
Date 6/1/18



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

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- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services; and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.



Exhibit A

- 2.3.1.6. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
 - 2.3.1.7. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
 - 2.3.1.8. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.
 - 2.3.1.9. Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
 - 2.3.1.10. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
- 2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client.
- 2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The

Contractor Name

Exhibit A

Contractor Initials

RFA-2019-BDAS-01-SUBST

Page 4 of 26

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6/1/18



Exhibit A

Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management requirements for the ASAM level of care.

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.4.2.2. Transportation for Pregnant and Parenting Women:



Exhibit A

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- 2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.
 - 2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:
 - 2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order
 - 2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.4.2.3. Child Care for Pregnant and Parenting Women:
 - 2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.
 - 2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.
 - 2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.



Exhibit A

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person; or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published

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6/1/18



Exhibit A

- in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
 - 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:



Exhibit A

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- 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
 - 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
 - 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
 - 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
 - 2.5.8.5. Individuals with Opioid Use Disorders.
 - 2.5.8.6. Veterans with substance use disorders
 - 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
 - 2.5.8.8. Individuals who require priority admission at the request of the Department.
 - 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.



Exhibit A

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- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
- 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
- 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
- 2.5.15.2. Have co-occurring mental health disorders; and/or
- 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.



Exhibit A

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- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
- 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
- 2.7. Assistance with Enrolling in Insurance Programs
- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;
- 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
- 2.8. Service Delivery Activities and Requirements
- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
- 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
 - 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the



Exhibit A

client's withdrawal risk has reached a level that can be provided under this contract. and

- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
 - 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
 - 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
 - 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if



Exhibit A

applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.



Exhibit A

- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.9.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.5), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
 - 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
 - 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to



Exhibit A

resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit



Exhibit A

- his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->



Exhibit A

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- 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.
- 2.10. Tobacco Free Environment
- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
 - 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.



Exhibit A

- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

Contractor Name

Exhibit A

Contractor Initials WV

RFA-2019-BDAS-01-SUBST

Page 18 of 26

Date 6/1/18



Exhibit A

- 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling



Exhibit A

Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.



Exhibit A

- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
- 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
- 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or



Exhibit A

serious harm to physical or mental health, safety, or well-being, including but not limited to:

- 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form"

Contractor Name

Exhibit A

Contractor Initials W

RFA-2019-BDAS-01-SUBST

Page 22 of 26

Date 6/1/18



Exhibit A

(February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau

- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall



Exhibit A

include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.



Exhibit A

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- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.



Exhibit A

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes:
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
- 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
- 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

Vendor Name

Exhibit B

Vendor Initials MAN

RFA-2019-BDAS-01-SUBST

Page 1 of 10

Date 6/1/18



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 11 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 12, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 12 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
- 5.7.1. Transitional Living (See Section 7 below) and
- 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
- 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
- 6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:



Exhibit B

6.2. Medication:

6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

6.2.4.1. WITS Client ID #;

6.2.4.2. Period for which prescription is intended;

6.2.4.3. Name and dosage of the medication;

6.2.4.4. Associated Medicaid Code;

6.2.4.5. Charge for the medication.

6.2.4.6. Client cost share for the service; and

6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.



Exhibit B

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- 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.
 - 6.3.3. The Contractor shall maintain documentation of the following:
 - 6.3.3.1. WITS Client ID #;
 - 6.3.3.2. Date of Service;
 - 6.3.3.3. Description of service;
 - 6.3.3.4. Associated Medicaid Code;
 - 6.3.3.5. Charge for the service;
 - 6.3.3.6. Client cost share for the service; and
 - 6.3.3.7. Amount being billed to the Department for the service.
 - 6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.
 - 7. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment
 - 7.1. The Contractor may charge the client fees for room and board, in addition to:
 - 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
 - 7.1.2. The charges to the Department
 - 7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:



Exhibit B

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services:

9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

9.2. The Department will not pay for intensive case management provided to a client prior to admission.

9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.



Exhibit B

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10. Additional Billing Information: Transportation
- 10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
- 10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.
11. Charging for Child Care
- 11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
- 11.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 11.3. The Contractor will invoice the Department according to Department instructions.



Exhibit B

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

12.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

13. Submitting Charges for Payment

13.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.



Exhibit B

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- 13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
 - 13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
 14. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
 15. Funds in this contract may not be used to replace funding for a program already funded from another source.
 16. The Contractor will keep detailed records of their activities related to Department funded programs and services.
 17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
 18. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
 19. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 19.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 19.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 19.2.1. Make cash payments to intended recipients of substance abuse services.
 - 19.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 19.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for



Exhibit B

Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

19.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

19.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	\$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
High-Intensity Residential only for Pregnant and Parenting Women: Room and Board only	\$75.00	Per Day
High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	\$180.00	Per Day

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment -- Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day
Individual Intensive Case Management	\$16.50	15 min
Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

- 8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

- 9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

- 10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
- 11.1. **Interim Financial Reports:** Written Interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
- 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
- 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

- 17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- 18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

- 19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

DO NOT RETURN

SAMPLE CONTRACT

REFERENCE FOR APPENDIX A ONLY

Appendix B

New Hampshire Department of Health and Human Services

Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Seacoast Youth Services

U. Maloney
U. Maloney

Name:

Title: Executive Director

6/1/18
Date

Contractor Initials UM
Date 6/1/18



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

6/1/18
Date

Vic Maloney
Name: Vic Maloney
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
 AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Seacoast Youth Services

Date: 6/1/18

Name: Vic Maloney
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

6/1/18

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REFERENCE FOR APPENDIX A ONLY

New Hampshire Department of Health and Human Services

SAMPLE CONTRACT

Appendix B

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: *Seacoast Youth Services*

Date 6/1/18

Vic Maloney
Name: *Vic Maloney*
Title: *Executive Director*

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials *VM*

Date 6/1/18

DO NOT RETURN

REFERENCE FOR APPENDIX A ONLY

New Hampshire Department of Health and Human Services
Exhibit H

SAMPLE CONTRACT

Appendix B



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *Seacoast Youth Services*

6/1/18
Date

[Signature]
Name: *VIC MAHONEY*
Title: *Executive Director*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u>The Department of Health and Human Services</u> The State	<u>Seacoast Youth Services</u> Name of the Contractor
<u>Katja S Fox</u> Signature of Authorized Representative	<u>Vic Maloney</u> Signature of Authorized Representative
<u>Katja S Fox</u> Name of Authorized Representative	<u>Vic Maloney</u> Name of Authorized Representative
<u>Director</u> Title of Authorized Representative	<u>Executive Director</u> Title of Authorized Representative
<u>6/17/18</u> Date	<u>6/1/18</u> Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *Seacoast Youth Services*

Date 6/1/18

Vic Maloney
Name: *Vic Maloney*
Title: *6/1/18*



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- 1. The DUNS number for your entity is: 123261880
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- 3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- 4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern New Hampshire Alcohol & Drug Abuse Services, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
 - 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
 4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
 5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 13, in its entirety.

The rest of this page intentionally left blank.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

[Signature]
Katja S. Fox
Director

Southeastern New Hampshire Alcohol & Drug
Abuse Services

Date

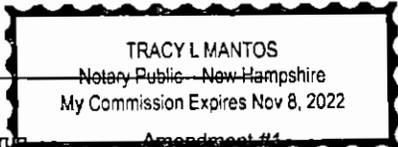
[Signature]
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Title:

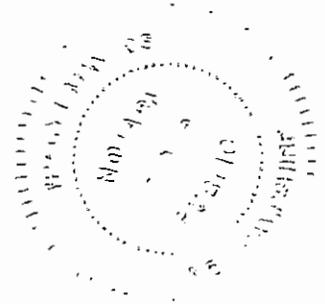
Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 6/27/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Tracy L. Mantos - HR Coordinator
Name and Title of Notary or Justice of the Peace

My Commission Expires: 





**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/2/18

Date

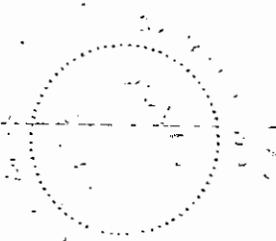
Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



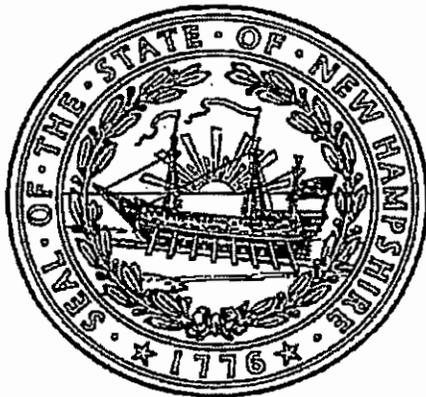
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 21, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64991

Certificate Number: 0004088585



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Robert Ullrich, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southeastern NH Alcohol & Drug Abuse Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 10, 2017:
(Date)

RESOLVED: That the Sharon Drake, CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 27 day of June, 2018.
(Date Amendment Signed)

4. Sharon Drake is the duly elected CEO (Chief Executive Officer)
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

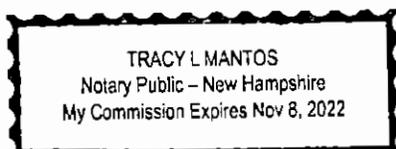
STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 27th day of June, 2018.

By Robert Ullrich
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)





Southeastern NH Alcohol & Drug Abuse Services

VISION STATEMENT

SENHS is a leader among substance use disorder (SUD) programs in New Hampshire, financially sound, offering quality programming and regarded as a trusted partner in the delivery of expertise and services.

MISSION STATEMENT (Current)

SENHS provides expert addiction treatment to help and support individuals and families who are in need of services.

VALUES AND PRINCIPLES

- | | |
|-----------------------|---|
| Compassionate: | We treat our clients and staff with dignity and compassion, always striving to help them find success. |
| Transparent: | We conduct ourselves with an openness and honesty at all levels within the community, and among our clients, staff and board. |
| Trusted: | We are trusted and have credibility with all those with whom we interact. |
| Flexible: | We have financial stability, physical space, and adequate staffing to offer options in programs and services. |
| Relationships: | We value our relationships with other providers, funders, donors, volunteers and people who have gone through our programs, knowing that involving each in the work we do will only strengthen our ability to accomplish our mission. |

***SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES***

Audited Financial Statements

***For The Fiscal Year Ended .
June 30, 2017***

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**

Table of Contents

1.	Independent Auditor's Report.....	1-2
2.	Statement of Financial Position.....	3-4
3.	Statement of Activities and Changes in Net Assets.....	5
4.	Statement of Functional Expenses.....	6-8
5.	Statement of Cash Flows.....	9
6.	Notes to the Financial Statements.....	10-15

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Southeastern New Hampshire
Alcohol & Drug Abuse Services
Dover, New Hampshire

We have audited the accompanying financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Penchansky & Co. PLLC

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

January 30, 2018

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**

**Statement of Financial Position
As of June 30,**

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<u>Current Assets:</u>			
Cash and Cash Equivalents	\$ 371,977	\$ 29,000	\$ 400,977
Accounts Receivable	184,900	0	184,900
Prepaid Expenses	11,367	0	11,367
	<hr/>	<hr/>	<hr/>
Total Current Assets	568,244	29,000	597,244
<u>Fixed Assets:</u>			
Building Improvements	895,166	0	895,166
Furniture and Equipment	232,643	0	232,643
Capital Lease - Copier	21,250	0	21,250
Less: Accumulated Depreciation	(616,795)	0	(616,795)
	<hr/>	<hr/>	<hr/>
Net Fixed Assets	532,264	0	532,264
	<hr/>	<hr/>	<hr/>
Total Assets	\$ 1,100,508	\$ 29,000	\$ 1,129,508

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**

**Statement of Financial Position
As of June 30,**

LIABILITIES AND NET ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<u>Current Liabilities:</u>			
Accounts Payable	\$ 10,910	\$ 0	\$ 10,910
Accrued Expenses	45,599	0	45,599
Accrued Payroll and Taxes	119,764	0	119,764
Deferred Revenue	55,250	0	55,250
Current Portion of Capital Lease	4,006	0	4,006
	<hr/>	<hr/>	<hr/>
Total Current Liabilities	235,529	0	235,529
<u>Long Term Liabilities:</u>			
Capital Lease, Net of Current Portion	11,648	0	11,648
	<hr/>	<hr/>	<hr/>
Total Long Term Liabilities	11,648	0	11,648
	<hr/>	<hr/>	<hr/>
Total Liabilities	247,177	0	247,177
<u>Net Assets:</u>			
Net Assets	853,331	29,000	882,331
	<hr/>	<hr/>	<hr/>
Total Liabilities and Net Assets	<u>\$ 1,100,508</u>	<u>\$ 29,000</u>	<u>\$ 1,129,508</u>

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**

**Statement of Activities and Changes in Net Assets
For The Year Ended June 30,**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<u>Revenues and Support:</u>			
Governmental Agency Revenue	\$ 1,016,459	\$ 35,000	\$ 1,051,459
Contributions	36,119	0	36,119
Client Fee	255,720	0	255,720
Medicaid	509,369	0	509,369
Probate	110,421	0	110,421
Insurance	54,014	0	54,014
In-Kind Contributions	11,333	0	11,333
Other Revenue	29,411	0	29,411
Net Assets Released from Restrictions:			
Satisfaction of Program Restrictions	6,000	(6,000)	0
Total Revenues and Support	<u>2,028,846</u>	<u>29,000</u>	<u>2,057,846</u>
<u>Expenses:</u>			
Program Services	1,955,593	0	1,955,593
General Management	282,474	0	282,474
Total Expenses	<u>2,238,067</u>	<u>0</u>	<u>2,238,067</u>
Excess (Deficit) of Revenues and Support over Expenses	<u>(209,221)</u>	<u>29,000</u>	<u>(180,221)</u>
<u>Other Revenues (Expenses):</u>			
Interest and Investment Income	44	0	44
Total Other Revenues (Expenses)	<u>44</u>	<u>0</u>	<u>44</u>
Net Increase (Decrease) in Net Assets	(209,177)	29,000	(180,177)
Net Assets - Beginning of Period	<u>1,062,508</u>	<u>0</u>	<u>1,062,508</u>
Net Assets - End of Period	<u>\$ 853,331</u>	<u>\$ 29,000</u>	<u>\$ 882,331</u>

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**

**Statement of Functional Expenses
For The Year Ended June 30,**

	<u>Program Services - 2017</u>			
	<u>OUTPATIENT SERVICES</u>	<u>COMPREHENSIVE SERVICES</u>	<u>IMPAIRED DRIVER INTERVENTION PROGRAM</u>	<u>COMMUNITY EDUCATION PROGRAM</u>
<u>Expenses:</u>				
Salaries and Wages	\$ 236,845	\$ 539,909	\$ 108,343	\$ 7,860
Payroll Taxes	20,214	40,625	8,766	627
Employee Benefits	60,224	51,172	22,016	636
Management Fee	14,638	42,438	7,300	2,700
Rent	13,578	31,960	4,476	1,472
Utilities	12,164	22,508	6,342	1,010
Professional Fee	14,082	10,463	1,681	565
Depreciation	7,198	26,268	3,473	618
Food	638	50,626	359	160
House Supplies	8,220	20,882	1,124	631
Insurance	4,885	14,078	2,298	575
Office Expense	3,679	2,174	1,358	15,872
Supplies	4,329	3,698	1,818	1,363
Bad Debt	3,360	0	0	0
Fees	173	0	3,944	1,053
Staff Development	2,705	3,197	349	8
Conference & Conventions	3,099	1,165	570	0
Travel	1,604	1,696	745	119
Printing & Reproduction	1,296	1,065	636	471
Client Recreation	146	1,617	1,250	182
Advertising	911	2,395	20	19
Equipment Rent	342	408	171	163
Miscellaneous	359	465	443	80
State Admin	105	0	0	0
Interest	23	0	0	0
Repairs	1,134	1,857	203	180
Total Expenses	\$ 415,951	\$ 870,666	\$ 177,685	\$ 36,364

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**
Statement of Functional Expenses
For The Year Ended June 30,

Program Services - 2017

	<u>DRUG COURT PROGRAM</u>	<u>DETOXIFICATION PROGRAM</u>	<u>FOR WOMEN</u>	<u>TOTAL PROGRAM SERVICES</u>
<u>Expenses:</u>				
Salaries and Wages	\$ 219,630	\$ 0	\$ 72,173	\$ 1,184,760
Payroll Taxes	14,181	0	5,391	89,804
Employee Benefits	13,243	0	9,463	156,754
Management Fee	14,675	3,888	5,613	91,252
Rent	10,035	788	2,356	64,665
Utilities	8,960	404	4,171	55,559
Professional Fee	15,768	191	12,049	54,799
Depreciation	7,769	673	2,258	48,257
Food	402	80	2	52,267
House Supplies	1,809	549	1,248	34,463
Insurance	5,172	287	1,548	28,843
Office Expense	225	0	134	23,442
Supplies	1,641	83	1,524	14,456
Bad Debt	8,400	0	2,240	14,000
Fee's	0	0	0	5,170
Staff Development	470	0	8	6,737
Conference & Conventions	972	0	455	6,261
Travel	309	0	172	4,645
Printing & Reproduction	576	0	471	4,515
Client Recreation	788	0	292	4,275
Advertising	340	0	16	3,701
Equipment Rent	169	0	157	1,410
Miscellaneous	87	0	81	1,515
State Admin	0	0	0	105
Interest	0	0	0	23
Repairs	193	168	180	3,915
Total Expenses	\$ 325,814	\$ 7,111	\$ 122,002	\$ 1,955,593

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**

**Statement of Functional Expenses
For The Year Ended June 30,**

	<u>FUNDRAISING</u>	<u>GENERAL MANAGEMENT</u>	<u>2017 TOTAL</u>
<u>Expenses:</u>			
Salaries and Wages	\$ 0	\$ 213,223	\$ 1,397,983
Payroll Taxes	0	16,103	105,907
Employee Benefits	0	26,924	183,678
Management Fee	0	0	91,252
Rent	0	0	64,665
Utilities	0	6,362	61,921
Professional Fee	0	6,300	61,099
Depreciation	0	1,674	49,931
Food	0	0	52,267
House Supplies	0	0	34,463
Insurance	0	0	28,843
Office Expense	0	3,158	26,600
Supplies	0	2,635	17,091
Bad Debt	0	0	14,000
Fee's	0	280	5,450
Staff Development	0	0	6,737
Conference & Conventions	0	0	6,261
Travel	0	355	5,000
Printing & Reproduction	0	0	4,515
Client Recreation	0	0	4,275
Advertising	0	471	4,172
Equipment Rent	0	0	1,410
Miscellaneous	0	658	2,173
State Admin	0	0	105
Interest	0	4,331	4,354
Repairs	0	0	3,915
Total Expenses	\$ 0	\$ 282,474	\$ 2,238,067

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**
Statement of Cash Flows
For the Year Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<u>Cash Flows from Operating Activities:</u>			
Net Increase (Decrease) in Net Assets	\$ (209,177)	\$ 29,000	\$ (180,177)
<u>Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:</u>			
Depreciation	49,931	0	49,931
(Increase) Decrease in Accounts Receivable	(889)	0	(889)
(Increase) Decrease in Prepaid Expenses	(4,336)	0	(4,336)
Increase (Decrease) in Accounts Payable	(113,926)	0	(113,926)
Increase (Decrease) in Accrued Liabilities	27,748	0	27,748
Increase (Decrease) in Accrued Payroll	24,143	0	24,143
Increase (Decrease) in Deferred Revenue	40,250	0	40,250
Total Adjustments	22,921	0	22,921
Net Cash Flows Provided by (Used for) Operating Activities	(186,256)	29,000	(157,256)
<u>Cash Flows from Investing Activities:</u>			
Acquisitions of Fixed Assets	(120,419)	0	(120,419)
Net Cash Flows Provided by (Used for) Operating Activities	(120,419)	0	(120,419)
<u>Cash Flows from Financing Activities:</u>			
Principal Payments on Capital Lease	(3,137)	0	(3,137)
Net Cash Flows Provided by (Used for) Financing Activities	(3,137)	0	(3,137)
Net Increase (Decrease) in Cash and Cash Equivalents	(309,812)	29,000	(280,812)
Cash and Equivalents - Beginning of Year	681,789	0	681,789
Cash and Equivalents - End of Year	\$ 371,977	\$ 29,000	\$ 400,977
<u>Supplemental Cash Flow Disclosures:</u>			
Interest (net of amount capitalized)	\$ 4,354	\$ 0	\$ 4,354

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**

Notes to the Financial Statements

June 30, 2017

Nature of Organization & Activities:

Southeastern New Hampshire Alcohol & Drug Abuse Services (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979, dedicated to helping people recover from addictive disorders thru programs that focus on substance use disorders as chronic, progressive, biological, psychological and social in nature.

Note 1 - Summary of Significant Accounting Principles:

A. Method of Accounting

The accompanying financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America.

B. Basis of Presentation

The Organization presents its financial statements following the Not-For-Profit Entities topic of the FASB Accounting Standards Codification with respect to financial statement presentation. Under this topic, the Organization is required to report information regarding its financial position and activities according to the three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows. The financial statements are presented using the three classes of net assets and are as follows:

Unrestricted Net Assets:

The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily-restricted by donor-imposed stipulations.

Temporarily Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. There are no Temporarily Restricted Net Assets at June 30, 2017.

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**
Notes to the Financial Statements
June 30, 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

B. Basis of Presentation - Continued

Permanently Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2017.

C. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

D. Use of Estimates in the Preparation of Financial Statements

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

E. Income Taxes

The Organization is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2017 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**
Notes to the Financial Statements
June 30, 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Fixed Assets

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of \$1,500 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Buildings and Improvements	Straight-Line	5-39 years

G. Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2017 is \$29,000.

H. Donor-Restricted Contributions

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

I. Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$4,172 for the year ended June 30, 2017.

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**
Notes to the Financial Statements
June 30, 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

J. Functional Allocation of Expenses

The costs of the Organization's programs and supporting services have been reported on a functional basis in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenses incurred. Any program expenses not directly chargeable to a program are allocated based on prescribed indirect cost allocation.

Note 2 - Capital Lease:

The Organization leased two copiers with a total value of \$21,250 under a five year noncancelable lease. The minimum lease payments are schedule to be \$620 per month at 24.70%. The future minimum lease payments at June 30, 2017 are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Notes Payable</u>
2018	\$ 4,006
2019	5,116
2020	6,521
Totals	\$ 15,643

Note 3 - Operating Lease:

The Organization extended its rental lease until December, 2025, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments are scheduled to be \$4,483 per month, adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of that date, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2017 was \$64,582. The future minimum lease payments at June 30, 2017 are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Rent Expense</u>
2018	\$ 53,800
2019	53,800
2020	53,800
2021	53,800
2022	53,800
Thereafter	190,542
Totals	\$ 459,542

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**
Notes to the Financial Statements
June 30, 2017

Note 4 – Concentration of Credit Risk – Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 5 – Concentration of Revenues and Support Sources:

The Organization's primary sources of revenues are grants for prevention and treatment of substance abuse. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services performed for citizens of New Hampshire and miscellaneous income and grants.

Note 6 – Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows:

	<u>2017</u>
Donated rent, materials, equipment and food	\$ <u>11,333</u>

Note 7 – Deferred Revenue:

Revenues received in advance are recorded as deferred revenue and recognized as revenue in the period in which the related services are provided or costs are incurred. The balance at June 30, 2017 is \$55,250.

Note 8 – Line of Credit:

The Organization has a revolving line of credit with a bank in the amount of \$50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secured by a security interest in all business assets. At June 30, 2017, there was no outstanding balance on the line.

Note 9 – Compensated Absences:

Vacation is granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2017 totaled \$48,491.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**
Notes to the Financial Statements
June 30, 2017

Note 10 – Employee Retirement Plan:

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2017 were \$24,010.

Note 11 – Subsequent Events:

The Organization has evaluated subsequent events thru January 30, 2018, which is the date the financial statements were available to be issued. Management asserts that there are no events which meet the criteria for disclosure.

SENHS Board of Directors 2018-2019

Patte Ardizzoni, Rockingham County Community Action Program – Vice President

Frank Cassidy, CARE Pharmacy

Dr. Robert Gaetjens, Retired

Dr. Lawrence Kane, Retired

Kevin MacLeod, Owner Comfort Inn

Alec McEachern, Principal/Attorney, Shaines & McEachern P.A.

Thomas Parks, Jr., Retired Workers Comp Mediator – Treasurer/Secretary

Mark Stickney, Spinglass Management Group

Robert Ullrich, NexDine, LLC - President

Bill Webb, Retired

Sharon Drake

OBJECTIVE

Management level leadership position utilizing community relations, program development, housing oversight, grant writing, networking, fund development, financial, strategic planning/thinking, collaborative processing, board development/management, and managerial experience with opportunity for high community impact and personal growth.

June 2016 to Present – CEO Southeastern NH Alcohol & Drug Services, Dover, NH

Directly responsible for the administration, development, management and operations of Southeastern NH Services residential programs (28-day and transitional living), outpatient services programs (including women's intensive outpatient program, Drug Court, 1:1 and groups, etc.), and the impaired driver program according to established policies and procedures.

- Directly manages all aspects of \$2.2M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 35 total full and part time staff).
- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Office Manager/HR Officer, Assistant Clinical Director, Clinical Director, and CEO).
- Assists the Board of Trustees in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, service expansion, etc.).
- Works with the Board of Trustees in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Trustees on all Southeastern NH Services activities.

November 2008 to June 2016 – CEO, Serenity Place, Manchester, NH

Directly responsible for the administration, development, management and operations of Serenity Place's education programs, withdrawal management program, transitional living programs, intensive outpatient program, open access program, and the REAP (DUI) program according to established policies and procedures.

- Directly manages all aspects of \$1.6M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 45 total full and part time staff).

- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Controller/HR Officer, Development Director, Clinical Director, and Program Director).
- Assists the Board of Directors in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, Affordable Care Act, etc.).
- Works with the Board of Directors in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Directors on all Serenity Place activities.

December 2007 to November 2008 - Executive Director, Women's Business Center, Portsmouth, NH

- Member organization for over 350 woman-owned businesses.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are accomplished.
- Directly proposes and manages all aspects of the WBC annual budget (\$300,000+) including state, federal and private foundation grant writing, fundraising, event planning, donor relations, reporting to all funders/donors, etc.
- Manages development and delivery of curriculum related to programs for members and the public.
- Creates and manages database systems to track all counseling, training, membership demographics, and donor information.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff.
- Manage the image of the WBC and advocating for women business owners.
- Increasing WBC visibility through marketing and publications.
- Reports directly to the Board of Directors.

March 1996 to August 2007 - Program Director, New Hampshire Community Loan Fund, Concord, NH
NH Statewide IDA Collaborative: Assisted low-income individuals to save more than \$1 Million and purchase more than \$30 Million in assets.

- Program creation and development which has included policies and procedures, template and forms, and handbook.
- Recruitment of local community partner organizations (more than 20) statewide which has included training of local organization staff.
- Grant writing/fundraising - more than \$1.7 million in federal program funds and nearly \$6 million in public/private funds including CDFA tax credits.
- Managed development of Access Database Management System for tracking of individual savings, match, funds raised, demographic, training, and other information for reporting purposes.
- Problem-solve and network with all partners through daily contact and/or quarterly Community Partner Meetings.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Traveled nationally as an expert in the field.

Home of Your Own Program: Assisted 81 low-income individuals to become homeowners.

- Program development which has included process for delivering homebuyer education to individuals with disabilities and their support teams.
- Created financial packages for potential homeowners and worked closely with lending partners and closing agents through the purchase process.
- Working closely with area agencies for developmental services and other vendor organizations statewide.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.

- Grant writing/fundraising – more than \$1 million in funds for down payment, closing costs, and rehab associated to purchase through local and regional foundations and the Federal Home Loan Bank of Boston's Affordable Housing Program.
- Supervise and train all in-house staff associated to program.
- Maintain and manage external relations with financial institutions and funding partners which include NH Housing Finance Authority, NH Bureau of Developmental and Behavioral Health Services, NH Developmental Disabilities Council, foundations, etc.
- Understand and educate teams on housing issues as it relates to individual budgets and Medicaid funding.

Transitional Housing and Special Needs Housing Program: Assisted local community organizations to develop loan request packages to NHCLF. After approval of loans, provided long-term technical assistance and portfolio management.

Education:

- Notre Dame College, Manchester, NH – Bachelor of Science Degree in Psychology, Graduate May 1999
- New Hampshire Technical Institute, Concord, NH – Associate in Science Degree in Human Services, Graduate August 1994
- Graduate and Ongoing Student at NeighborWorks® America Training Institutes (transcript of courses completed available upon request)

Other Activities:

- Past Chair, Governor Appointed Position on the Emergency Shelter & Homeless Coordination Commission (Member since 1994, Chair since 2006) (Commission disbanded 2011)
- Certified Instructor National Crisis Prevention & Intervention Institute since 1995
- 2005 Graduate Institute for Nonprofit Management Antioch New England Graduate School
- 1995 Graduate Dale Carnegie Course – Highest Achievement Award Recipient
- 1995 Graduate Leadership Concord, Concord Chamber of Commerce
- 2012 Graduate Leadership Manchester, Greater Manchester Chamber of Commerce
- Current Board Member: Healthcare for the Homeless/CMC, Manchester, NH
- Former Board Member PACE (Professional Association of Council Executives), Washington, DC

NICHOLAS D. PFEIFER, LICSW, MLADC

WORK EXPERIENCE

Clinical Director. *Southeastern New Hampshire Services, Dover, NH.* Directly supervise agency clinical programs and personnel; QA/QI in development and maintenance of all clinical programs; Engage in program development and operational changes; Assist in management of development and implementation of internal policies and procedures; Oversee and provide trainings on clinical and operational topics; Maintain compliance with federal, state, and local regulations; Ensure effective provision of clinical services to all programs; Assist in preparation of annual operating budget; Report on program development, fiscal budgetary status, and proposed operational changes; Ensure efficacy of clinical approaches and standards in all programs. January 2017 - Present.

Adjunct Faculty. *New England College, School of Graduate and Professional Studies, Henniker, NH.* Teach graduate courses at various cohorts for Master's in Counseling program (Substance Abuse and Addiction, Intern Seminar); Develop and present course curriculum; Review and grade papers. July 2010 - Present.

Clinical SUD Coordinator. *Beacon Health Strategies, Manchester, NH.* Established/Coordinated benefit for Substance Use Disorders (SUD) for health plan (Well Sense) as a Managed Care Organization (MCO) for expanded Medicaid; Worked with co-workers/supervisors to provide ongoing development of knowledge with SUD; Conduct SUD program site reviews and assess compliance with State and Beacon rules and regulations for programming; Establish and maintain professional relationships with the State of NH, residential SUD programs, and other facilities providing services (outpatient, residential, IOP/PHP, Outpatient, etc.); Maintain communication with supervisors and health plan regarding expansion of SUD services; Utilize clinical knowledge/experience to conduct utilization reviews with agencies for approval of appropriate SUD treatment; Work with members to establish services to address issues related to SUD; Complete reports and maintain clinical/administrative documentation. October 2014 – December 2016.

Fee-for-Service Clinician. *Riverbend Community Mental Health Center, Concord, NH.* Provide individual psychotherapy for adult outpatient clients; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Maintain clinical documentation; Establish and maintain relationships with referral sources and community supports. April 2013 - October 2014.

Clinical Supervisor. *Center for Life Management, Derry, NH.* Provide clinical supervision for clinicians of the Assertive Community Treatment (ACT) team; Coordinate, consult and supervise substance abuse and dual diagnosis services throughout the agency; Provide individual and group psychotherapy services to adult clients; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Complete substance abuse assessments/evaluations; Provide individual and group supervision to clinicians working in the adult program; Establish and maintain relationships with referral sources and community supports. October 2010 - October 2014.

Adult Outpatient Clinician. *Center for Life Management, Derry, NH.* Provide individual and group psychotherapy for adult outpatient clients; Communicate with clinical and medical staff regarding clients and clinical practice; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Provide individual and group supervision to agency employees and interns; Provide case and program consultation for delivery of substance abuse and co-occurring disorder services; Complete substance abuse assessments/evaluations; Establish and maintain relationships with referral sources and community supports. August 2007 - October 2010.

Program Director. *WestBridge Community Services, Manchester, NH.* Coordinated staffing of residential dual disorders program to ensure required level of service to clients; Provided direct supervision to staff; Worked with other members of the leadership team to provide ongoing program development; Provided individual and group counseling; Facilitated and co-facilitate Family Education and Support sessions; Reviewed all admissions documentation for completeness; Ensured program compliance with local, state and federal regulations; Identified and took corrective actions to address maintenance issues with facility; Communicated with the treatment team daily on participant progress; Supported staff in understanding and assisting participant needs. October 2005 - February 2007.

Residential Counselor. *WestBridge Community Services, Manchester, NH.* Assisted clients with co-occurring disorders in working towards goals identified during intake process; Facilitated and co-facilitated group counseling/therapy sessions; Maintained working relationships with participants, families, agencies, and resources; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies; Attended staff meetings, case conferences, and required trainings; Served as a role model through positive, appropriate conduct and participation at agency events. September 2005 - October 2005.

WORK EXPERIENCE (CON'T)

Outpatient Therapist/LADC. *Carroll County Mental Health, Wolfeboro, NH.* Performed formal substance abuse assessments for courts and multiple offender programs; Worked with clients on an ongoing basis and assisted with the development of treatment plans; Counseled clients in individual and family formats to work towards established goals; Maintained working relationships with agencies and resources; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies. August 2003 - August 2004.

Program Supervisor. *Child and Family Services, Manchester, NH.* Developed and supervised outpatient/intensive outpatient substance abuse treatment program; Recruited and trained program staff; Provided daily supervision of clinical team; Coordinated team's efforts for interdisciplinary approach to treatment; Facilitated team meetings and intra and inter agency communications; Oversaw the development of the treatment protocols and schedule of services; Reported to the Community Advisory Board on program development, service volume and resource allocation challenges; Worked closely with consulting medical services to insure that individual treatment plans were appropriate; Insured that all program counselors implemented individual treatment plans; Served as primary counselor for up to six clients, providing individual, group and family counseling; Documented and maintained individual client records; Supervised all clinical documentation by conducting chart program reviews. August 2002 - June 2003.

Program Director. *Phoenix House, Phoenix Academy at Dublin, Dublin, NH.* Planned, implemented and managed staffing to ensure required level of service to clients; Ensured training and clinical supervision were provided; Directed and evaluated contract utilization and programming to meet requirements and achieve contract renewal; Ensured program compliance with local, state and federal regulations; Oversaw community mobilization and local fundraising activities; Developed budget and monitored and reported to supervisor on budget line items; Conducted and monitored the occurrence of case conferences and staff, safety, and quality assurance meetings; Led staff to understand and cooperatively undertake actions to meet client needs. January 2001 - August 2002.

Assistant Program Director. *Phoenix House, Phoenix Academy at Dublin, Dublin, NH.* Directly supervised clinical staff and provided and/or oversaw clinical staff training; Oversaw record keeping, caseload management, quality assurance, and utilization review as directed; Monitored balance of clinical, educational recreational, cultural, and public relations activities; Monitored the formulation and completion of treatment plans, progress notes, and group notes; Assisted in planning future programming, budgeting, and compliance with local, state, and federal regulations; Promoted the organization through positive role modeling and participation at special events; Managed a specific caseload and provided individual, group and family counseling; Assumed responsibility for the overall program in the absence of the Program Director. September 1999 - January 2001.

Substance Abuse Counselor. *Marathon/Phoenix House, The Lodge at Dublin, Dublin, NH.* Performed client screening, intake, orientation, and assessment functions necessary to complete admission; Assisted clients in development of individual treatment plans and monitored their progress; Counseled clients in individual, group, and family formats; Maintained working relationships with agencies, resources and families; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies; Attended staff meetings, case conferences, and required trainings; Served as a role model through positive, appropriate conduct and participation at agency events. July 1997 - September 1999.

EDUCATION

Master of Social Work. University of New Hampshire, Durham, NH. 2005.

Bachelor of Arts in Personality/Social Psychology. Keene State College, Keene, NH. 1997.

Associate of Science in Human Services/Mental Health. New Hampshire Technical Institute, Concord, NH. 1995.

RELEVANT CERTIFICATIONS/LICENSES/APPOINTMENTS

- Licensed Independent Clinical Social Worker (LICSW) - State of New Hampshire. Since 2010.
- Master Licensed Alcohol and Drug Counselor (MLADC) - State of New Hampshire. Since 2002.
- Internationally Certified Advanced Alcohol and Drug Abuse Counselor (ICAADAC) & MLADC - IC&RC. Since 2002
- Appointed to the Board of Licensing for Alcohol and Other Drug Use Professionals, State of NH. Since March 2017.

REFERENCES

Available upon request.

DENISE M. ELWART

EDUCATION

Master of Business Administration, University of Michigan. Flint, MI. *High Distinction*. August 2008
Associate of Business, Accounting/CPA Exam Preparation, Lansing Community College. Lansing, MI.
Summa cum laude. May 2002
Bachelor of Science, Medical Technology, Michigan State University. East Lansing, MI. June 1990

ACCOUNTING AND BUSINESS EXPERIENCE

Controller, Southeastern NH Services Dover, NH Oct 2017 – present

- Senior manager overseeing finance, billing and human resources departments
- Establish accounting systems and practices to ensure GAAP compliance
- Responsible for day-to-day financial requirements including budgeting, reporting and analysis
- Supervise four employees

Business Administrator, Michigan State University. East Lansing, MI June 2011 – May 2017

- Fiscal officer for Department of Physiology. Review departmental financial statements and approve department expenditures. Develop budgets and assist in raise process.
- Grant administrator. Approve grant proposals. Post-award administration of grants. Approve expenditures, review financial statements, effort reports and final financial reports to agencies.
- Reconcile and approve procurement card purchases.
- Track capital assets for department, including tagging of new assets, disposal of assets and annual inventory of assets.
- Supervise five employees.
- Completed MSU certificate in Finance Administration in April 2012.
- Completed MSU certificate in Research Administration in December 2012.
- Promoted from a level 11 to a level 13 in July, 2012.

Senior Accountant. Sparrow Health System. Lansing, MI. Sep 2003 – June 2011

- Primary accountant for two for-profit subsidiaries: Sparrow Regional Medical Supply & Pharmacy, a chain of five stores, and the Courtside Grill, a small restaurant. Prepared journal entries, financial statements, and reconciliations.
- Assisted with accounting function for four other subsidiaries, including the consolidation of financial reports.
- Assisted with preparation of federal, state and local income taxes, as well as sales tax and personal property tax forms.
- Responsible for the initial set up and testing of the asset management system module in Lawson. Set up four related entities on the Lawson accounting system.
- Performed accounts payable functions, including training new employees and writing procedures.
- Additional duties included audit preparation, budgeting and other projects as assigned.
- Service Excellence Advisor - taught workshops on customer service to other employees and facilitated staff meetings to implement customer service initiatives.
- Promoted to Senior Accountant in October, 2008.

Marco Alexander Andrew Thompson, LICSW, MLADC

Objective *To Obtain a Challenging Position Enabling Me to Sharpen My Supervisory Skill Set and Enhance My Professional Development as a Director*

Education **Licensed Independent Clinical Social Worker (LICSW)**

- LICSW certified with unrestricted licensure for direct, clinical practice within the State of New Hampshire
- License number: 1662

Masters Licensed Alcohol and Drug Counselor (MLADC)

- MLADC certified with unrestricted licensure for direct clinical practice and supervision
- License number: 0936

Graduate, University of New Hampshire Graduate School 2010: Durham, New Hampshire

- Masters in Social Work with a concentration in Direct Practice and Counseling
- Additional Coursework in Addiction, Person-Centered Planning, and Technology

Graduate, University of New Hampshire 2008: Durham, New Hampshire

- B.A., Justice Studies and Sociology

Graduate, Brookline High School 2004: Brookline, MA

Work Experience **Southeastern New Hampshire Services: Assistant Clinical Director**

Dover, NH

July 2016 – Currently Employed

- Direct supervision of agency clinical programs and personnel as directed by the Clinical Director.
- Quality assurance/improvement in developing and maintenance of all clinical records and programs offered by the Agency.
- Assist with grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Oversee screening, training, and supervising of existing and new staff to develop and build an effective organization.
- Retain working relationship with organizations, service providers, and other agencies.
- Maintain a high level of professional and ethical standards.
- Reports to Clinical Director of program development, fiscal budgetary status, and proposed operational changes as required.
- Assists in preparation of annual operating budget with Clinical Director and CEO.
- Schedules and leads regular case conferences. Promotes and maintains an atmosphere which encourages and facilitates a client review process to ensure coordinated, comprehensive, and individualized provision of client services.
- Oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.
- Assists in managing the physical plant(s).
- Assists the management of development and implementation of internal policies and procedures with the CEO.
- Any other duties as assigned by CEO and/or Board of Trustees.

Southeastern New Hampshire Services: Intensive Out-Patient Clinical Program Director

Dover, NH

January 2013 – July 2016

- Responsible for the direct management of the daily activities of the Drug Court Treatment Program and the direct care of the clients assigned to the program.
- Acts as the Treatment Coordinator and primary liaison for the Strafford County Drug Treatment Court Program, with regard to the clinical treatment of Drug Court participants.
- Responsible for maintaining an environment of safety, compassion, dignity and respect.

Work Experience
(Cont'd)

- Facilitates of individual and group counseling to the clients in the Drug Court Treatment Program.
- Maintains a caseload of clients and completion of all paperwork including client charting, intake summaries, record keeping, general correspondence, discharge summaries and chart completion.
- Participates and facilitates weekly staff meetings and daily team meetings as requested by the Executive Director.
- Provides input specific to client needs, progress, and motivation.
- Communicates all information pertinent to client safety and progress to appropriate staff and management.
- Reviews and sign off on time sheets and give to Executive Director.
- Assists with hiring, training and clinical supervision of current and new employees/ interns in the IOP Program.

Southeastern New Hampshire Services: Intensive Out-Patient Counselor

Dover, NH

June 2010 – January 2013

- Providing Intensive Out-Patient Counseling and Mental Health Therapy for Strafford County Drug Treatment Court
- Conducting individual and group counseling sessions while maintaining a caseload of clients
- Creating and delivering psycho-educational lectures on a variety of topics related to recovery from substance abuse
- Completing all patient paperwork, including intake summaries, substance abuse evaluations, individual and curriculum Based Treatment Planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participating in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Officers

Graduate Assistant

University of New Hampshire Durham, NH

August 2008 – May 2010

The Graduate School

- Graduate assistant for the Office of the Dean of the University of New Hampshire Graduate School in Thompson Hall
- Undergraduate recruitment and retention officer for underrepresented UNH students
- Liaison between the UNH Graduate School, McNair Scholars Program, and Multi-Cultural Student Organizations such as the Black Student Union, Diversity Support Coalition, and the Office of Multi-Cultural Student Affairs
- Event and banquet organizer for minority undergraduate students and major Graduate School programs including the Graduate Research Conference (GRC)
- Active Participant in the President's Commission on the Status of People of Color
- Lead accountant for Graduate School student programming

Research and Teacher's Assistant

University of New Hampshire Durham, NH

August 2009 – May 2010

Graduate School Department of Social Work

- Research and teacher's assistant for both Jerry Marx and Anne Broussard – Social Work Department Chairs
- Assisted professors in the research and drafting of peer reviewed articles, texts and publications and covered and
- Covered and substitute taught undergraduate social work classes

Community Assistant

University of New Hampshire Durham, NH

September 2007 – May 2008

Department of Residential Life

- Maintained a safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, The Gables Apartment Complex, Approximately, 100 Students
- Established trusted and effective two way communication with all residents and staff
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement, being a dependable employee, a responsible citizen, and compassionate, available friend

Resident Adviser

University of New Hampshire Durham, NH

August 2006 – May 2007

Department of Residential Life

- Maintained a safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, Lord Hall Ground Floor, Approximately 16 Students
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement.

**Advanced
Clinical
Internship**

Southeastern New Hampshire Services
Second Year of Graduate School, 2009-2010

Dover, NH

- Conducted individual and group counseling sessions while maintaining a caseload of clients
- Developed and delivered psycho-educational lectures on a variety of topics related to recovery from addiction
- Completed all related paperwork, including intake summaries, substance abuse evaluations, individual and curriculum based treatment planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participated in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Officers

Publications

Publications and Peer Reviewed Articles

- Published in the University of New Hampshire's collection of freshman memoirs & essays: Showtime, Transitions, 2004
- Published in the University of New Hampshire online research journal: Cultural Clash and Mismatch Among Minority Students, *Sociological Perspectives*, 2005
- Published in AFFILIA: Journal of Women and Social Work, Stressors and Coping Strategies Used by Single Mothers Living in Poverty, *May 2012*

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Southeastern NH Alcohol & Drug Abuse Services

Name of Program/Service: Southeastern NH Alcohol & Drug Abuse Services

BUDGET PERIOD	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Sharon Drake, CEO	\$92,700	25.00%	\$23,175.00
Nick Pfeifer, Clinical Director	\$85,000	25.00%	\$21,250.00
Denise Elwart, Controller	\$62,000	25.00%	\$15,500.00
Marco Thompson, Assistant Clinical Director	\$67,000	40.00%	\$26,800.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$86,725.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

9



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

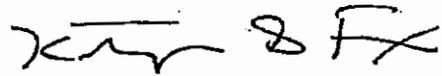
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

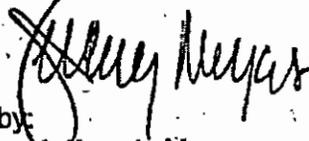
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja-S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Substance Use Disorder Treatment And
Recovery Support Services**
RFA Name

RFA-2018-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery
Srvcs Admin II, BDAS
2. Julie Lana, Program Specialist III,
BHS
3. Shawn Blakey, Prog Specialist IV,
Child Bhlth-Health
4. Paul Kiernan, Clinical Srvcs
Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Snr Policy Analyst,
Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	440	270	North Country
2. <u>Dismas Home of New Hampshire, Inc.</u>	440	262	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	338	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	328	Capital
5. <u>FIT/NNH, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	280	Greater Nashua
8. <u>Halo Educational Systems</u>	440	see below*	Upper Valley
9. <u>Headrest</u>	440	283	Upper Valley
10. <u>Hope on Haven Hill Inc.</u>	440	304	Strafford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	384	Greater Nashua
12. <u>North Country Health Consortium</u>	440	325	North Country
13. <u>North Country Health Consortium</u>	440	295	Carrol County
14. <u>Phoenix Houses of New England, Inc.</u>	440	361	Monadnock
15. <u>Seacoast Youth Services</u>	440	215	Seacoast
16. <u>Seacoast Youth Services</u>	440	215	Strafford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	440	370	Strafford
19. <u>West Central Services, Inc.</u>	440	231	Greater Sullivan
20. <u>White Horse Addiction Center, Inc.</u>	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health
Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum
Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,789

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$0	\$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAJN T1010035 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Clt/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364		\$103,364
Sub-total			\$103,364	\$0	\$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			\$2,205,533	\$0	\$2,205,533
Grand Total All			\$3,157,927	\$0	\$3,157,927

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-11)

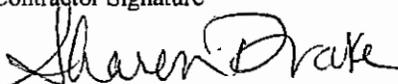
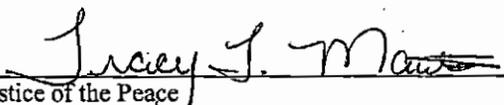
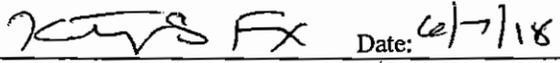
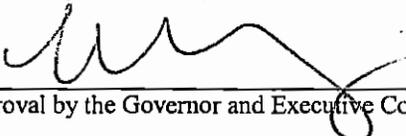
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southeastern New Hampshire Alcohol & Drug Abuse Services		1.4 Contractor Address 272 County Farm Road Dover NH 03820	
1.5 Contractor Phone Number 603-516-8164	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$589,540
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sharon Drake CEO	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Stratford</i> On <i>5/31/18</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> TRACY L MANTOS Notary Public - New Hampshire My Commission Expires Nov 8, 2022 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Tracy L. Mantos, Notary			
1.14 State Agency Signature  Date: <i>6/7/18</i>		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>Man A. / 6/8/18</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials SD
Date 5/31/18

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

- 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
 - 2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
 - 2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.5 to a client.
- 2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by



Exhibit A

the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.5 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management requirements for the ASAM level of care.

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.4.2.2. Transportation for Pregnant and Parenting Women:

2.4.2.2.1. -The Contractor may provide transportation services to pregnant and parenting women to



Exhibit A

and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Pregnant and Parenting Women:

2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.



Exhibit A

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.5 and 2.3.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:



Exhibit A

- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
 - 2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
 - 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of Interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.



Exhibit A

- 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.



Exhibit A

- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients



Exhibit A

first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and



Exhibit A

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (Including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.



Exhibit A

- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer



Exhibit A

recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the



Exhibit A

individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively



Exhibit A

- different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
 - 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services.
 - 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
 - 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
 - 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
 - 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
 - 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
 - 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at



Exhibit A

<http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Assess clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:



Exhibit A

- 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
- 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
- 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices; at a minimum:



Exhibit A

- 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
- 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for



Exhibit A

handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;



Exhibit A

- 5.2.2. State employees have access to all information that is entered into the WITS system;
- 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;



Exhibit A

- 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau



Exhibit A

- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

- 7.1.1. Participation in electronic and in-person client record reviews
- 7.1.2. Participation in site visits
- 7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

- 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:



Exhibit A

- 8.1.1. Days of Cash on Hand:
- 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 8.1.2. Current Ratio:
- 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 8.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
- 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A

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- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.



Exhibit A

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
- 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
- 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
- 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
- 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
- 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
- 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
- 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
- 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
- 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
- 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.
- 9. Clinical Services.



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
- 11.1. A client shall be discharged from a program for the following reasons:
- 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
- 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
- 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
- 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
- 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
- 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
- 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
- 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens; and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment
or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.



Exhibit B

- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
- 6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

6.2. Medication:



Exhibit B

- 6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.
- 6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:
- 6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.
- 6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
- 6.2.4. The Contractor shall maintain documentation of the following:
- 6.2.4.1. WITS Client ID #;
- 6.2.4.2. Period for which prescription is intended;
- 6.2.4.3. Name and dosage of the medication;
- 6.2.4.4. Associated Medicaid Code;
- 6.2.4.5. Charge for the medication.
- 6.2.4.6. Client cost share for the service; and
- 6.2.4.7. Amount being billed to the Department for the service.
- 6.3. Physician Time:
- 6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.
- 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.



Exhibit B

6.3.3. The Contractor shall maintain documentation of the following:

- 6.3.3.1. WITS Client ID #;
- 6.3.3.2. Date of Service;
- 6.3.3.3. Description of service;
- 6.3.3.4. Associated Medicaid Code;
- 6.3.3.5. Charge for the service;
- 6.3.3.6. Client cost share for the service; and
- 6.3.3.7. Amount being billed to the Department for the service.

6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

7. Charging the Client for Room and Board for Low-Intensity Residential Treatment

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12



Exhibit B

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 8. **Additional Billing Information: Intensive Case Management Services:**
 - 8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 8.2. The Department will not pay for intensive case management provided to a client prior to admission.
 - 8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
- 9. **Additional Billing Information: Transportation**
 - 9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
 - 9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.



Exhibit B

- 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 9.3. The Contractor will invoice the Department according to Department instructions.
- 10. Charging for Child Care
 - 10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
 - 10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
 - 10.1.2. At the actual cost to purchase childcare from a licensed child care provider.
 - 10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
 - 10.3. The Contractor will invoice the Department according to Department instructions.
- 11. Sliding Fee Scale
 - 11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.
 - 11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%



Exhibit B

- 11.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
12. Submitting Charges for Payment
- 12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:
- 12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 12.1.5. Submit separate batches for each billing month.
- 12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
13. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
14. Funds in this contract may not be used to replace funding for a program already funded from another source.
15. The Contractor will keep detailed records of their activities related to Department funded programs and services.



Exhibit B

16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
17. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 18.2.1. Make cash payments to intended recipients of substance abuse services.
 - 18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B

Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour

SD
 5/31/18

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider

SD
 5/31/18



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

New Hampshire Department of Health and Human Services
Exhibit C



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

SD
5/31/18

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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 (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials SD

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:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials SD

Date 5/31/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

SD

5/31/18



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u>Department of Health and Human Services</u> <u>The State</u>	<u>Southeastern NH Alcohol & Drug Abuse Services</u> Name of the Contractor
<u>Katja S Fox</u> Signature of Authorized Representative	<u>Sharon Drake</u> Signature of Authorized Representative
<u>Katja S Fox</u> Name of Authorized Representative	<u>Sharon Drake</u> Name of Authorized Representative
<u>Director</u> Title of Authorized Representative	<u>CEO</u> Title of Authorized Representative
<u>6/7/18</u> Date	<u>5/31/18</u> Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 963911560
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology; U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

SD
5/31/18

New Hampshire Department of Health and Human Services

Exhibit K

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

10. Contract Compliance Audits

10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

(30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8, in its entirety.

The rest of this page intentionally left blank.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/10/18
Date

[Signature]
Katja S. Fox
Director

Community Council of Nashua, N.H.
d/b/a Greater Nashua Mental Health Center

7/5/18
Date

[Signature]
Name: Cynthia L Whitaker, PsyD, MLADC
Title: Chief of Services

Acknowledgement of Contractor's signature:

State of New Hampshire county of Hillsborough on July 5, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that she executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or ~~Justice of the Peace~~

PATRICIA S. PRINCE
Name and Title of Notary or ~~Justice of the Peace~~

My Commission Expires: PATRICIA S. PRINCE
~~Notary Public - New Hampshire~~
My Commission Expires July 19, 2022



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/10/19
Date

[Signature]
Name: Megan A. Yade
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. 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: 63050



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

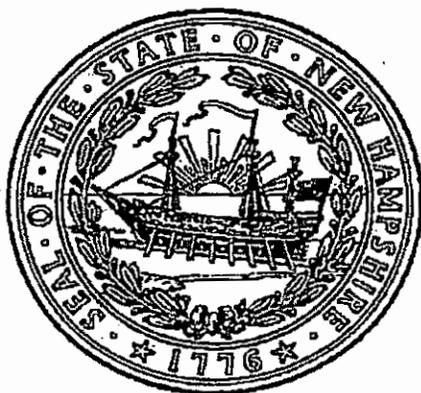
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH CENTER AT COMMUNITY COUNCIL is a New Hampshire Trade Name registered to transact business in New Hampshire on October 21, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 604020

Certificate Number: 0004103114



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Tanya L. Spony, Esquire, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Mental Health Center / Community Council of Nashua.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 7/2/18:
(Date)

RESOLVED: That the Chief Of Services
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5 day of July, 2018
(Date Amendment Signed)

4. Cynthia L Whitaker, PsyD, MLADC is the duly elected Chief Of Services
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 3 day of July, 2018.

By Tanya L. Spony, Esquire
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard	
	PHONE (A/C No. Ext): 603-689-7229	FAX (A/C No): 603-686-4230
E-MAIL ADDRESS: cbeauregard@eatonberube.com		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Scottsdale Insurance Co		
INSURER B: Selective Insurance Group		14376
INSURER C: Eastern Alliance Insurance Group		
INSURER D:		
INSURER E:		
INSURER F:		

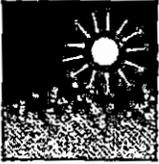
COVERAGES CERTIFICATE NUMBER: 958654520 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OPS0068508	11/12/2017	11/12/2018	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		314766	11/12/2017	11/12/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMS0028118	11/12/2017	11/12/2018	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	010000113959	1/15/2018	1/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1988		OPS0068508	11/12/2017	11/12/2018	\$5,000,000 \$5,000,000	Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Information: No Excluded officers; coverage for NH.

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Anna R. Berube</i>



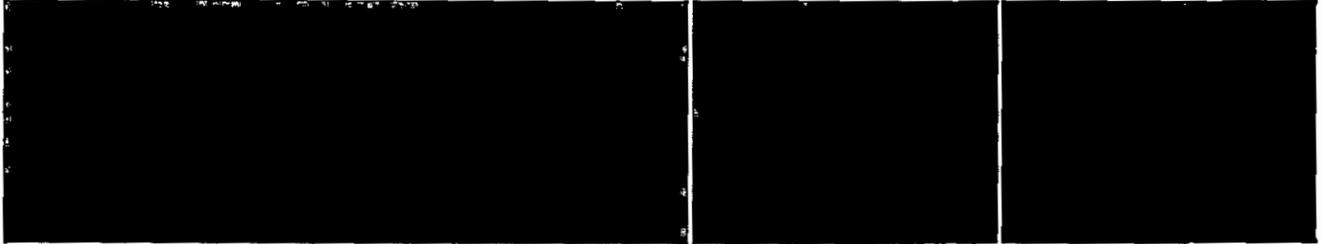
Greater Nashua Mental Health Center

at Community Council

Mission Statement

Greater Nashua Mental Health Center has as its mission: empowering people to lead full and satisfying lives through effective treatment and support.





FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report





Board of Directors
The Community Council of Nashua, NH
d/b/a Greater Nashua Mental Health Center

We have audited the financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization) as of and for the year ended June 30, 2017. Professional standards require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated June 26, 2017, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of the audit, we considered the internal control of the Organization. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Organization are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2017.

We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- Note 2 – Program service fees and concentrations of credit risk
- Note 6 – Endowment
- Note 8 – Commitments and contingencies

The financial statement disclosures are neutral, consistent and clear.

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the allowance for uncollectible accounts based on historical collectability by major payer source;
- Management's estimate of depreciation expense on property and equipment based on the estimated useful lives of assets;
- Management's estimate of the cost allocations based on time spent between location and function;
- Management's estimate of accrued revenues based on budgeted client services approved by Medicaid but unbilled at year-end.

We have evaluated the key factors and assumptions used to develop these estimates to satisfy ourselves of their reasonableness in relation to the financial statements as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the consolidated financial statements taken as a whole.

The attached schedule identifies uncorrected misstatements of the financial statements. Management has determined the effects of the uncorrected misstatements to be immaterial, individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 25, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

INTERNAL CONTROL MATTERS

In planning and performing our audit of the financial statements of the Organization as of and for the year ended June 30, 2017, in accordance with U.S. generally accepted auditing standards, we considered the Organization's internal control as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a certain deficiency in internal control that we considered to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the Organization's internal control to be significant deficiency:

Endowment Funds Spending Policy

As a result of our testing surrounding endowment funds, we noted the Organization does not properly accumulate earnings on permanently restricted funds and appropriate those funds on an annual basis through a spending policy. The State of New Hampshire has adopted the Uniform Prudent Management of Institutional Funds Act, known as UPMIFA. New Hampshire UPMIFA states the appropriation for expenditure in any year of any amount greater than 7 percent of the fair market value of an endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than 3 years immediately preceding the year in which the appropriation for expenditure was made creates a rebuttable presumption of imprudence. We recommend the Organization establish a formalized spending policy pertaining to endowment funds at a percentage the Board determines to be prudent.

Management's Response

While GNMHC has in place a comprehensive investment policy, we agree that no formal spending policy exists within the current investment policy. The agency will bring this suggestion forward to both the Board of Trustees and the Trustees for our endowment for consideration.

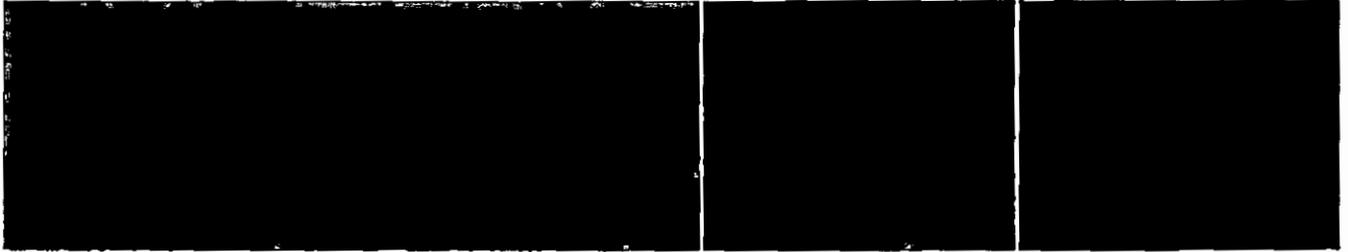
Management's written response above has not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

We sincerely appreciate the cooperation, courtesy, and working environment provided our personnel by management and the employees of the Organization during the engagement. We have previously discussed the comments and suggestions contained herein with management, and we will be pleased to discuss them further at your request.

This communication is intended solely for the information and use of the Board of Directors and management of the Organization and is not intended to be, and should not be, used by anyone other than these specified parties.

Berry Dawn McNeil & Parker, LLC

Manchester, New Hampshire
October 25, 2017



FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors

The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and changes in net assets, functional revenue and expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization, as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Board of Directors
The Community Council of Nashua, NH
Page 2

Other Matter

Report on Summarized Comparative Information and Audit of the Financial Statements as of and for the Year Ended June 30, 2016

The financial statements of the Organization as of and for the year ended June 30, 2016 were audited by other auditors whose report dated January 13, 2017, expressed an unmodified opinion on those statements. The summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent in all material respects with the audited financial statements from which it has been derived.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 25, 2017

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Statement of Financial Position

**June 30, 2017
(With Comparative Totals for June 30, 2016)**

	<u>2017</u>	<u>2016</u>
ASSETS		
Cash and cash equivalents	\$ 744,554	\$ 616,569
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$1,220,072 in 2017 and \$2,470,551 in 2016	1,325,615	1,227,692
Investments	1,732,916	1,668,831
Prepaid expenses	191,365	165,761
Property and equipment, net	<u>2,830,369</u>	<u>2,945,707</u>
Total assets	<u>\$ 6,824,819</u>	<u>\$ 6,624,560</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Line of credit	\$ 248,224	\$ 1,000,000
Accounts payable and accrued expenses	104,015	94,303
Accrued payroll and related activities	361,457	313,330
Accrued vacation	315,145	323,840
Deferred revenue	-	206,580
Notes payable	1,641,114	1,728,828
Capital lease obligation	<u>37,304</u>	<u>72,386</u>
Total liabilities	<u>2,707,259</u>	<u>3,739,267</u>
Net assets		
Unrestricted	3,867,763	2,714,890
Temporarily restricted	129,553	71,810
Permanently restricted	<u>120,244</u>	<u>98,593</u>
Total net assets	<u>4,117,560</u>	<u>2,885,293</u>
Total liabilities and net assets	<u>\$ 6,824,819</u>	<u>\$ 6,624,560</u>

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Statement of Activities and Changes in Net Assets

**Year Ended June 30, 2017
(With Comparative Totals for Year Ended June 30, 2016)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017</u>	<u>2016</u>
Revenues and support					
Program service fees, net	\$ 10,917,069	\$ -	\$ -	\$ 10,917,069	\$ 10,124,641
New Hampshire Bureau of Behavioral Health	1,273,645	-	-	1,273,645	1,038,848
Federal grants	628,694	-	-	628,694	464,276
Rental income	18,347	-	-	18,347	40,494
Contribution and support	97,510	-	-	97,510	84,880
Other	<u>12,922</u>	<u>-</u>	<u>-</u>	<u>12,922</u>	<u>35,226</u>
Total revenues and support	<u>12,948,187</u>	<u>-</u>	<u>-</u>	<u>12,948,187</u>	<u>11,788,365</u>
Expenses					
Program services					
Children's services	1,598,231	-	-	1,598,231	2,005,667
Elderly services	582,887	-	-	582,887	535,282
Intake/placement services	161,959	-	-	161,959	90,594
Crisis response	183,574	-	-	183,574	204,951
Vocational services	3,151	-	-	3,151	221,745
Nonspecialized outpatient	597,290	-	-	597,290	1,062,164
Multi-service team	4,394,118	-	-	4,394,118	3,960,815
Assertive community treatment	1,262,217	-	-	1,262,217	973,342
Independent housing	215,020	-	-	215,020	871,049
Substance abuse	-	-	-	-	458,675
Other	<u>719,080</u>	<u>-</u>	<u>-</u>	<u>719,080</u>	<u>474,376</u>
Total program services	9,717,527	-	-	9,717,527	10,858,660
General and administrative	<u>2,104,472</u>	<u>-</u>	<u>-</u>	<u>2,104,472</u>	<u>1,388,975</u>
Total expenses	11,821,999	-	-	11,821,999	12,247,635
Income (loss) from operations	<u>1,126,188</u>	<u>-</u>	<u>-</u>	<u>1,126,188</u>	<u>(459,270)</u>
Other income					
Investment income, net	23,549	3,285	473	27,307	36,680
Realized and unrealized gains on investments	<u>67,933</u>	<u>9,476</u>	<u>1,363</u>	<u>78,772</u>	<u>21,008</u>
Total other income	<u>91,482</u>	<u>12,761</u>	<u>1,836</u>	<u>106,079</u>	<u>57,688</u>
Excess (deficiency) of revenues, and support and other income over expenses	1,217,670	12,761	1,836	1,232,267	(401,582)
Reclassification of net assets	<u>(64,797)</u>	<u>44,982</u>	<u>19,815</u>	<u>-</u>	<u>-</u>
Total change in net assets	1,152,873	57,743	21,851	1,232,267	(401,582)
Net assets, beginning of year	<u>2,714,890</u>	<u>71,810</u>	<u>98,593</u>	<u>2,885,293</u>	<u>3,288,875</u>
Net assets, end of year	<u>\$ 3,867,763</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 4,117,560</u>	<u>\$ 2,885,293</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CE

Statement of Functional Revenues and Expenses

Year Ended June 30, 2017

	<u>Children and Adolescents</u>	<u>Elderly Services</u>	<u>Intake</u>	<u>Emergency Services Assessment</u>	<u>Vocational Services</u>	<u>Non- Specialized Outpatient</u>	<u>Multiservice Team</u>	<u>Assertive Community Treatment</u>	<u>Independent Housing</u>	<u>Other</u>
Program service fees, not New Hampshire Bureau of Behavioral Health	\$ 2,503,059	\$ 838,124	\$ 56,602	\$ 165,912	\$ -	\$ 653,518	\$ 5,221,395	\$ 1,268,575	\$ (5,744)	\$ 226,728
Federal grant	5,739	-	-	61,907	-	-	367,712	643,910	182,920	11,457
Rental income	-	-	-	-	-	-	40,297	-	31,658	546,701
Contribution and support Other	1,500	-	-	-	-	-	422	-	-	1,190
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,210</u>	<u>-</u>	<u>1</u>	<u>-</u>	<u>-</u>	<u>7,595</u>
	2,510,298	838,124	56,602	217,819	2,210	653,518	5,629,827	1,912,485	227,161	793,671
General and administrative allocation	<u>42,322</u>	<u>1,489</u>	<u>993</u>	<u>3,897</u>	<u>40</u>	<u>11,691</u>	<u>100,714</u>	<u>34,213</u>	<u>4,054</u>	<u>14,198</u>
Total revenue and support and other income	<u>\$ 2,652,620</u>	<u>\$ 839,623</u>	<u>\$ 56,495</u>	<u>\$ 221,716</u>	<u>\$ 2,250</u>	<u>\$ 665,209</u>	<u>\$ 5,730,541</u>	<u>\$ 1,946,698</u>	<u>\$ 231,245</u>	<u>\$ 807,869</u>

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CE

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2017

	<u>Children and Adolescents</u>	<u>Elderly Services</u>	<u>Intake</u>	<u>Emergency Services Assessment</u>	<u>Vocational Services</u>	<u>Non- Specialized Outpatient</u>	<u>Multiservice Team</u>	<u>Assertive Community Treatment</u>	<u>Independent Housing</u>	<u>Other</u>
Total revenue and support and other income	\$ 2,652,820	\$ 839,623	\$ 56,485	\$ 221,716	\$ 2,260	\$ 665,209	\$ 5,720,541	\$ 1,946,698	\$ 231,245	\$ 807,869
Expenses										
Salaries and wages	1,136,658	394,733	124,553	151,597	2,817	336,729	2,849,142	825,038	56,599	522,877
Employee benefits	130,945	42,468	13,948	1,214	-	7,808	369,473	147,480	17,681	45,931
Payroll taxes	83,072	28,908	9,470	11,450	217	25,432	206,454	80,183	3,904	39,127
Substitute staff	4,258	1,038	294	412	-	772	11,128	1,343	-	808
Accounting	8	1	-	-	-	1	13	1	-	1
Audit fees	4,729	1,104	376	239	-	810	12,162	1,133	-	915
Legal fees	1,429	354	92	164	-	265	5,833	1,962	-	269
Other professional fees	41,974	69,295	2,626	3,205	-	162,409	383,348	42,500	-	48,071
Journals and publications	55	13	4	4	-	10	142	15	-	10
Conferences	776	590	7	5	-	191	770	1,587	-	2,759
Rent	(289)	(73)	(23)	(22)	-	(54)	(797)	(104)	-	2,941
Heating costs	3,135	787	208	358	-	588	8,364	1,135	-	600
Other utilities	15,387	3,901	1,159	1,373	-	2,893	42,114	5,583	84	3,087
Maintenance and repairs	17,707	4,477	1,298	1,679	-	3,327	48,184	46,982	-	3,516
Other occupancy costs	4,323	1,050	302	403	-	781	11,347	1,339	-	822
Office	10,283	2,651	600	1,108	117	2,298	32,394	11,372	-	9,912
Building and household	4,879	1,234	367	464	-	917	13,280	1,770	-	4,275
Food	659	164	55	107	-	121	2,018	716	-	315
Advertising	157	21	29	(64)	-	511	354	(81)	-	37
Printing	544	155	33	34	-	429	3,929	418	-	555
Communication	22,937	8,162	1,382	3,310	-	3,905	74,482	23,120	723	6,609
Postage	1,689	431	137	122	-	318	4,702	614	-	349
Staff	18,978	14,384	174	467	-	871	111,048	22,014	192	8,770
Client services	6,832	32	-	-	-	-	1,171	42,140	135,837	2,781
Malpractice insurance	27,241	6,909	2,085	2,391	-	5,122	74,655	9,885	-	6,480
Vehicle insurance	652	165	49	59	-	123	1,785	237	-	131
Property and liability insurance	9,818	2,489	739	877	-	1,845	26,866	3,582	-	1,989
Interest	-	-	-	-	-	847	-	-	-	-
Depreciation	20,306	-	-	-	-	31,734	33,701	-	-	-
Equipment rental	5,210	1,321	393	463	-	979	14,263	1,890	-	1,045
Equipment maintenance	618	155	40	72	-	116	1,841	223	-	117
Membership dues	6,617	1,781	364	552	-	1,976	14,804	2,047	-	1,693
Other	17,474	4,196	1,228	1,631	-	3,115	45,218	6,013	-	3,307
Total program expenses	1,588,231	582,867	161,959	183,674	3,151	697,290	4,394,118	1,262,217	215,020	719,080
General and administrative	405,555	113,432	30,354	48,717	1	99,062	1,084,170	192,672	8,422	122,077
Total expenses	2,003,798	696,319	192,313	232,291	3,152	696,362	5,478,288	1,454,889	223,442	841,157
Change in net assets	\$ 548,824	\$ 143,304	\$ (135,818)	\$ (10,575)	\$ (902)	\$ (31,143)	\$ 282,253	\$ 491,809	\$ 7,803	\$ (33,288)

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Statement of Cash Flows

**Year Ended June 30, 2017
(With Comparative Totals for Year Ended June 30, 2016)**

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 1,232,267	\$ (401,582)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation and amortization	246,740	232,086
Net realized and unrealized gains on investments	(78,772)	(21,008)
Provision for bad debt	1,106,441	601,695
Changes in operating assets and liabilities		
Accounts receivable	(1,204,364)	(965,307)
Prepaid expenses	(25,604)	(121,418)
Accounts payable and accrued expenses	9,712	159,479
Accrued payroll and related expenses and vacation	39,432	102,407
Deferred revenue	<u>(206,580)</u>	<u>206,580</u>
Net cash provided (used) by operating activities	<u>1,119,272</u>	<u>(207,068)</u>
Cash flows from investing activities		
Purchases of investments	(536,716)	(792,603)
Proceeds from the sale of investments	551,403	979,391
Purchase of property and equipment	<u>(130,555)</u>	<u>(99,066)</u>
Net cash (used) provided by investing activities	<u>(115,868)</u>	<u>87,722</u>
Cash flows from financing activities		
Net (repayment) borrowings on the line of credit	(751,776)	300,000
Principal payments on notes payable	(88,561)	(89,439)
Proceeds from long-term borrowings	-	41,467
Payments on capital lease obligations	<u>(35,082)</u>	<u>(29,325)</u>
Net cash (used) provided by financing activities	<u>(875,419)</u>	<u>222,703</u>
Net increase in cash and cash equivalents	127,985	103,357
Cash and cash equivalents, beginning of year	<u>616,569</u>	<u>513,212</u>
Cash and cash equivalents, end of year	<u>\$ 744,554</u>	<u>\$ 616,569</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

June 30, 2017

(With Comparative Totals for June 30, 2016)

Organization

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with their Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

1. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

June 30, 2017

(With Comparative Totals for June 30, 2016)

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2016 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in permanently restricted net assets if the terms of the gift require that they be maintained with the corpus of a permanent endowment fund;

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

June 30, 2017

(With Comparative Totals for June 30, 2016)

- Increases (decreases) in temporarily restricted net assets if the terms of the gift or state law impose restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in unrestricted net assets in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture & Equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2017 and 2016. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Reclassifications

Certain amounts in the 2016 financial statements have been reclassified to conform to the current year's presentation.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 25, 2017, which is the date that the financial statements were available to be issued.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

June 30, 2017

(With Comparative Totals for June 30, 2016)

2. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. Net revenues from managed care represented approximately 74% and 65% of the Organization's net program service fees for 2017 and 2016, respectively. Net revenues from the Medicaid program accounted for approximately 17% and 20% of the Organization's net program service fees for 2017 and 2016, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2017 and 2016 from those major sources is as follows:

	<u>2017</u>	<u>2016</u>
Private pay	\$ 1,070,603	\$ 874,132
Commercial insurance	322,958	290,898
Medicaid	2,546,817	2,781,132
Medicare	1,301,991	1,408,343
Other payers	438,909	393,704
Managed Care	<u>12,886,961</u>	<u>9,705,698</u>
	<u>18,568,239</u>	<u>15,453,907</u>
Less: Contractual allowances	(3,092,460)	(3,437,775)
Capitation adjustments	(3,452,269)	(1,289,796)
Provision for bad debt	<u>(1,106,441)</u>	<u>(601,695)</u>
	<u>(7,651,170)</u>	<u>(5,329,266)</u>
Program service fees, net	<u>\$ 10,917,069</u>	<u>\$ 10,124,641</u>

The increase in bad debt expense in 2017 as compared to 2016 is primarily due to collection trends.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

June 30, 2017

(With Comparative Totals for June 30, 2016)

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2017</u>	<u>2016</u>
Private pay	61 %	77 %
Blue Cross/Blue Shield	1	1
Medicaid	23	7
Medicare	5	4
Other	3	1
Managed care	<u>7</u>	<u>10</u>
	<u>100 %</u>	<u>100 %</u>

3. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2017</u>	<u>2016</u>
Common stocks	\$ 558,516	\$ 488,444
Mutual funds	718,546	704,816
U.S. Treasury bonds	343,841	294,900
Corporate bonds	24,062	58,122
Mortgage backed securities	<u>87,951</u>	<u>122,549</u>
	<u>\$ 1,732,916</u>	<u>\$ 1,668,831</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

4. Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2017
(With Comparative Totals for June 30, 2016)**

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>2017</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stock	\$ 558,516	\$ -	\$ 558,516
Mutual funds	718,546	-	718,546
U.S. Treasury bonds	343,841	-	343,841
Corporate bonds	-	24,062	24,062
Mortgage-backed securities	<u>87,951</u>	<u>-</u>	<u>87,951</u>
	<u>\$ 1,708,854</u>	<u>\$ 24,062</u>	<u>\$ 1,732,916</u>
	<u>2016</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stock	\$ 488,444	\$ -	\$ 488,444
Mutual funds	704,816	-	704,816
U.S. Treasury bonds	294,900	-	294,900
Corporate bonds	-	58,122	58,122
Mortgage-backed securities	<u>122,549</u>	<u>-</u>	<u>122,549</u>
	<u>\$ 1,610,709</u>	<u>\$ 58,122</u>	<u>\$ 1,668,831</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

June 30, 2017

(With Comparative Totals for June 30, 2016)

5. Property And Equipment

Property and equipment consists of the following:

	<u>2017</u>	<u>2016</u>
Land, buildings and improvements	\$ 4,983,891	\$ 4,904,730
Furniture and equipment	263,330	232,803
Computer equipment	230,567	209,699
Software	660,917	660,917
Vehicles	<u>32,766</u>	<u>32,766</u>
	6,171,471	6,040,915
Less accumulated depreciation	<u>(3,341,102)</u>	<u>(3,095,208)</u>
Property and equipment, net	<u>\$ 2,830,369</u>	<u>\$ 2,945,707</u>

6. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act), which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' real value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Trustees for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

June 30, 2017

(With Comparative Totals for June 30, 2016)

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the organization; and
- (7) The investment policies of the organization.

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy

Currently, the Organization does not have a written spending policy approved by its Board of Directors. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2017
(With Comparative Totals for June 30, 2016)**

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2017, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 129,553	\$ 120,244	\$ 249,797
Board-designated endowment funds	<u>1,526,011</u>	<u>-</u>	<u>-</u>	<u>1,526,011</u>
	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 1,775,808</u>

The changes in endowment net assets for the year ended June 30, 2017, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2016	1,539,326	71,810	98,593	1,709,729
Investment return				
Investment income	37,416	5,219	751	43,386
Net appreciation	67,933	9,476	1,363	78,772
Investment fees	<u>(13,867)</u>	<u>(1,934)</u>	<u>(278)</u>	<u>(16,079)</u>
Total investment return	91,482	12,761	1,836	106,079
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>-</u>	<u>(40,000)</u>
Reclassifications of net assets	<u>(64,797)</u>	<u>44,982</u>	<u>19,815</u>	<u>-</u>
Endowment net assets, June 30, 2017	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$1,775,808</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2017
(With Comparative Totals for June 30, 2016)**

The endowment net asset composition by type of fund as of June 30, 2016, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 71,810	\$ 98,593	\$ 170,403
Board-designated endowment funds	<u>1,539,326</u>	<u>-</u>	<u>-</u>	<u>1,539,326</u>
	<u>\$ 1,539,326</u>	<u>\$ 71,810</u>	<u>\$ 98,593</u>	<u>\$ 1,709,729</u>

The changes in endowment net assets for the year ended June 30, 2016, were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2015	1,729,847	63,610	98,593	1,892,050
Contributions	-	5,121	-	5,121
Investment return				
Investment income	45,244	2,803	-	48,047
Net appreciation	19,904	1,104	-	21,008
Investment fees	<u>(14,940)</u>	<u>(828)</u>	<u>-</u>	<u>(15,768)</u>
Total investment return	50,208	3,079	-	53,287
Appropriation of endowment assets for expenditure	<u>(240,729)</u>	<u>-</u>	<u>-</u>	<u>(240,729)</u>
Endowment net assets, June 30, 2016	<u>1,539,326</u>	<u>71,810</u>	<u>98,593</u>	<u>1,709,729</u>

In 2017, the Organization reviewed historical data relating to permanently restricted net assets and due to changes in interpretation of original gift records, reclassified net appreciation from unrestricted net assets to temporarily restricted net assets and permanently restricted net assets.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2017
(With Comparative Totals for June 30, 2016)**

7. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (5.25% at June 30, 2017). Interest is payable monthly. The line of credit had an outstanding balance of \$248,224 and \$1,000,000 at June 30, 2017 and 2016, respectively. The line of credit agreement has a maturity date of January 31, 2018.

Notes Payable

The Organization had the following notes payable:

	<u>2017</u>	<u>2016</u>
4.25% note payable to TD Bank in monthly principal and interest payments of \$8,133 through January 2019, at which time a balloon payment for the remaining principal is due; collateralized by mortgaged property.	\$ 946,599	\$ 997,953
Note payable to TD Bank in monthly principal and interest payments of \$6,016 through July 2020, at which time a balloon payment for the remaining principal is due. Interest rate at the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% (4.81% at June 30, 2017); collateralized by mortgaged property. The note is a participating loan with New Hampshire Higher Educational and Health Facilities Authority.	<u>697,393</u>	<u>734,600</u>
	<u>1,643,992</u>	<u>1,732,553</u>
Less: unamortized deferred issuance costs	<u>(2,878)</u>	<u>(3,725)</u>
Total notes payable	<u>\$ 1,641,114</u>	<u>\$ 1,728,828</u>

The scheduled maturities on notes payable are as follows:

2018	\$ 98,870
2019	930,243
2020	43,991
2021	570,888

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2017.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

**June 30, 2017
(With Comparative Totals for June 30, 2016)**

8. Commitments and Contingencies

Contract Payables

At June 30, 2015, the Organization had accrued \$225,000 in contract payables related to a managed care contract that went into effect during fiscal year 2015. Activity under that managed care contract continued into fiscal year 2016. In 2016, the Organization settled its cumulative activity with the managed care provider and, as a result, accrued an amount due to the managed care provider of \$429,004 as of June 30, 2016. Amounts due to the managed care provider were paid in installments as outlined in the settlement agreement through December 2016 and are recorded within accounts receivable in the accompanying statement of financial position. There were no such amounts owed under the managed care contract as of June 30, 2017.

Capital and Operating Leases

The Organization rents additional housing space in Nashua, NH to be used for patient housing by the housing program. The Organization receives subsidies for reimbursement of expenses per a contract with the State of New Hampshire to offset expenses not covered by patient reimbursement for rent. These leases were fully expired as of July 1, 2016. Total rent expense under these agreements amounted to \$68,900 for the year June 30, 2016, respectively.

Rent expense \$12,079 for various equipment was incurred for both the years ended June 30, 2017 and 2016, under noncancellable operating lease agreements covering a term greater than one year.

During 2015, the Organization entered into a capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,995 through April 2018. During 2016, the Organization entered into another capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,246 through November 2018. The net carrying value of assets held under capital leases was \$35,529 and \$70,613 at June 30, 2017 and 2016, respectively.

Future minimum lease payments required under noncancellable lease agreements for the next three years ending June 30 are as follows:

	<u>Operating Leases</u>	<u>Capital Lease</u>
2018	\$ 12,079	\$ 34,898
2019	12,079	6,229
2020	<u>9,380</u>	<u>-</u>
	<u>\$ 33,538</u>	41,127
Less: amount representing interest		<u>(3,823)</u>
		<u>\$ 37,304</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

Notes to Financial Statements

June 30, 2017

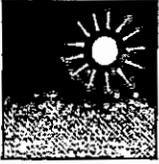
(With Comparative Totals for June 30, 2016)

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

9. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. The Organization offers a match of dollar-for-dollar up to 4% of annual salary. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In April 2014, the employer match was suspended. There was no expense associated with this plan for the years ended June 30, 2017 and 2016.



Greater Nashua Mental Health Center *at Community Council*

BOARD OF DIRECTORS 2018

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(Board Vice Chair)

CHRISTINE M. FURMAN

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(Board Chair)

AARON TELAGE, CPA

MARIE TULE, CPA
(Board Treasurer)

DONNA UPSON

DIANE VIENNEAU



CRAIG D. AMOTH

EMPLOYMENT HISTORY:

President & CEO

Behavioral Health Services North
Plattsburgh, NY

Dates of employment: Mar. '13 - Present

Duties: Responsible for the overall operations of one of the oldest and largest nonprofit organizations in upstate New York, providing a comprehensive array of behavioral health and social support services for clients across the entire age / developmental spectrum. The agency has a staff of approximately 180, with an annual budget of over 10 million; serving approximately 8,000 individuals each year through 24 programs across three rural counties.

Results: Led the Board and Staff through a comprehensive strategic planning process in response to a rapidly changing healthcare environment—including the transition to Medicaid managed care and integrated health. New initiatives include: same day client access, maximizing technology to enhance efficiency and effectiveness, a performance management program and other human capital enhancements, significant expansion of new low income housing, bringing primary care into the behavioral health clinic, a new community-based crisis stabilization program, enhancing client access to best practices; along with an expansion of development, marketing and community relations activities. Named to the Steering Committee for the northern New York healthcare delivery system reform initiative: a program initiated by the Governor to promote integrated care, reduce unnecessary hospitalizations, increase best practices, and make recommendations for a successful transition to Medicaid managed care.

Consultant & Interim Director of Development and Community Relations

Visiting Nurse & Hospice of VT and NH
West Lebanon, NH

Dates of employment: Jan.-Sept. 2012

Duties: Brought in to assist the organization with Fund Raising / Development, Marketing and Community Relations initiatives. The agency provides home health care and hospice services to a large, rural population in western New Hampshire and eastern Vermont; with over 200 staff and an annual operating budget of 20 million. The agency had been experiencing declines in referrals as a result of new competition, as well as declines in revenue from development activities (annual appeals, grants, etc.).

Results: Serving as both consultant and interim Director of Development and Community Relations, I worked with the senior leadership and the Board Development Committee to define the problems and formulate solutions. Delivered new marketing and development strategies and plans that were designed to address the issues identified and effectively utilize available resources to accomplish the goals. Achieved the best Spring appeal campaign in five years, more than doubling the income from the previous year's effort. This was a limited term engagement.

CEO Range Mental Health Center
Virginia, MN

Dates of employment: June '10-Nov. '11

Duties: Responsible for the overall operations of this comprehensive community behavioral health organization that employs 250 staff, with an annual budget of 13 million. The organization offers comprehensive programming for youth through seniors, has both in-patient and outpatient chemical dependency services (including detox), supported housing, community crisis facilities, adult foster homes, partial hospitalization programs, community-based support services for the seriously mentally ill, and family / youth support services in every school district in the area.

Results: Led board and senior management through a strategic planning effort to prepare the agency to thrive in a rapidly changing, healthcare reformed marketplace. Developed new partnerships with primary care and launched an integrated care pilot program that holds the promise of both enhanced client outcomes and improved profit margins. Initiated several business process restructuring efforts to dramatically reduce client wait times, reduce days in A/R, reduce documentation time, and increase service capacity without adding additional staff. Launched several new service lines and opened a community-based crisis facility to meet the acute behavioral health needs of area residents—at roughly a third of the cost of hospital-based services. Left the agency to return to New Hampshire and reunite with family after efforts to sell NH home proved to be unsuccessful in a difficult market.

Executive Director: Familystrength
Concord, NH

Dates of employment: Jan.'06-May '10

Duties: Responsible for the overall operations of this state-wide private, nonprofit agency that provides intensive home / community-based services for at-risk youth and their families; the agency had a staff of 45 and a budget of 2.5 million. Strong focus on strategic planning, board and middle management development, and restructuring of organizational processes and personnel for optimal agency performance.

Results: The agency went from a deficit of \$197,000 in 2005 (prior to my arrival), to a surplus of \$228,000 (and additional clients served) at the close of my first year. The agency saw similar increases in 2007 and was on track for another record year in 2008—until the state / national economy took a downturn and referrals were adversely affected. Re-engineered the organization to be more cost effective, competitive in '09; State funding continued to be cut so sought out strategic partnerships and merged the organization with another nonprofit agency that was closely aligned and less dependent upon State funding for future growth and sustainability.

Owner: The Wellness Center
Powell, Wyoming

Dates of employment: 2004 - 2005

Duties: Private practice providing consulting services to area businesses, schools, hospitals, and other human services related organizations; in addition to conducting individual, couples and family therapy on an outpatient basis.

Executive Director: Park County Mental Health Center
Cody, Wyoming

Dates of employment: 1996 – 2004

Duties: Responsible for the overall operations of this private, nonprofit community mental health agency with a staff of 30 and a budget of 2 million. When I arrived, the agency was heavily in debt, attempting to recover from lawsuits, had multiple staffing and recruitment concerns and was facing the very real prospect of having to close its doors. The agency's reputation in the community was poor at best and its ability to accomplish its mission was severely compromised.

Led the organization through a comprehensive strategic planning process and within a relatively short period, the organization more than quadrupled in size, expanded its operating budget / income by almost 500%, established a healthy reserve and best of all—significantly enhanced the mental health of the communities it serves by providing healthcare in a rural environment that is second to none. The agency maintained multiple sites for ease of access, operated a drop-in center for SPMI clients and provided on-site community-based services in area hospitals, schools, nursing homes / senior centers, correctional facilities, etc. Created a community-based acute care option to prevent unnecessary hospitalizations and implemented a mobile crisis program to respond to acute/emergency needs on a county-wide basis.

Results: Development of a comprehensive system of mental health care that encompassed youth through the elderly—utilizing evidenced based models where appropriate.

- Quadrupled the size of organization and the associated revenue
- Oversaw the design and building of multiple facilities
- Oversaw the design and implementation of an integrated computerized client database, clinical records, and accounting/billing system
- Facilitated the integration of mental health care with primary health care systems, educational systems, law enforcement / correctional systems and other community-based social / human service systems.
- Achieved national accreditation (CARF), youth/adult behavioral health care
- Significantly enhanced the agency's community reputation and fiscal viability
- Effectively managed significant growth and change

Program Manager: HSI Counseling/EAP Services, Human Services Inc.
Denver, Colorado

Dates of employment: 1994 – 1996

Duties: Responsible for the operations of six out-patient mental health offices in the Metro-Denver and Boulder area which provided over 8,500 counseling sessions per year. The agency is a private, not-for-profit that serves a wide variety of clients (adults, families, couples and youth), as well as those from various ethnic backgrounds and disabilities. Provided clinical and administrative supervision to a staff of 26. Developed program budgets, marketing plans, policies and procedures and oversaw staff development and training. Grant writing and public relations efforts were also effectively carried out.

Program **Child and Family Services, Aurora Community Mental Health Center**
Manager: Aurora, Colorado Dates of employment: 1991 – 1994

Duties: Provided direct supervision to a staff of six full-time and two part-time employees. Responsible for overall program operations, management of the program budget, development and implementation of staff training, program policies, as well as new initiatives to meet community needs. Provided direct service to agency clients. Implemented a brief-therapy training program to facilitate therapists becoming more efficient and effective in their delivery of clinical services in preparation for managed care/capitated Medicaid contracts. Successful in writing and securing grants. Served as the consultant and liaison to the Denver Metro area children's psychiatric hospitals and the state Hospital at Fort Logan—assisting them in developing appropriate service plans and obtaining the necessary discharge support services in the community.

Family **Willow Street Center for Youth / Families, Abbott Northwestern Hospital**
Therapist: Minneapolis, Minnesota Dates of employment: 1988 – 1990

Duties: Conducted individual and family assessments, provided intensive therapeutic interventions for acutely mentally ill and/or suicidal youth, adults and their families. Facilitated therapeutic groups for both youth and adults. Provided family, marital and individual therapy on an outpatient basis as well.

Program **CrossStreets for Youth/Families, St. Paul Youth Service Bureau**
Manager: St. Paul, Minnesota Dates of employment: 1987 – 1988

Duties: Responsible for overall program development/oversight, fiscal management and public relations efforts. Provided administrative and clinical supervision to a staff of six family counselors. Managed a federal runaway and homeless youth grant. Board member for the state runaway youth and family organization. Provided statewide training on time efficient therapy techniques with youth and families.

Executive **Alpha House Youth Care Inc.**
Director: Menomonie, Wisconsin Dates of employment: 1980 – 1985

Duties: Served in several capacities with this agency—Youth Worker, Program Manager, and Executive Director for two years. Ultimately responsible for the overall operations of this private, nonprofit youth and family crisis intervention and evaluation center. The agency provided individual and family evaluations for county courts and human services departments in a seven county area. The agency was able to maintain a positive fund balance for the first time in its ten-year history under my administration.

ACADEMIC ACHIEVEMENTS:

- | | |
|-----------------------------|---|
| Master of Science | Marriage and Family Therapy (AAMFT Approved)
University of Wisconsin-Stout |
| Master of Science | Guidance and Counseling
University of Wisconsin-Stout |
| Bachelor of Arts | Psychology
University of Wisconsin-Stout
Graduated Summa Cum Laude |
| Certificate | Nonprofit Financial Stewardship
Harvard Kennedy School |
| Leadership Academies | Park County, Wyoming Leadership Program; Greater Concord Area, New Hampshire Leadership Program; Blandin Foundation Leadership Program, Minnesota |

PROFESSIONAL AFFILIATIONS / AWARDS: Awarded Marriage and Family Therapist of the year by the Colorado Assoc. of Marriage and Family Therapists (for state legislative advocacy efforts). Member of the National Council for Community Behavioral Healthcare.

Cynthia L. Whitaker, Psy.D.

Education:

**Antioch New England Graduate School, Keene, NH
Psy.D. in Clinical Psychology, 2006**

**University of New Hampshire at Manchester, Manchester, NH
Certificate in Sign Language Interpretation, 2004**

**Rhode Island College, Providence, RI
B.A. in Psychology and Communications with Honors, 1995
Communications emphasis in Speech and Hearing Sciences**

Clinical Experience:

**Riverbend Community Mental Health Henniker, NH 8/05-present
Child and Family Therapist**

Presently engaged in working with a multidisciplinary team that provides mental health services to children and their families. Position includes provision of individual therapy, family therapy, case management, and advocacy. Coordination with other providers and schools is also involved in the position. Psychology post-doctorate supervision received from 4/06 through present.

**Moore Center Services Manchester, NH 12/02-6/05
MIMS Worker/Supervisor**

Provided Mental Illness Management Services (MIMS) to children and adults diagnosed with both a mental illness and a developmental disability. Responsibilities included supervising part-time staff, managing staff schedules, other administrative duties, and direct support of consumers involving teaching symptom management strategies and social skills as directed by consumers' treatment plans.

**University at Albany Counseling Center Albany, NY 7/01-7/02
Ellis Hospital Mental Health Clinic Schenectady, NY
Pre-doctoral Intern in Psychology**

APPIC accredited internship with focused training in two distinct settings, a university counseling center and a community mental health center. Core activities included intake assessment and referral, individual and group psychotherapy, crisis intervention in role as "psychologist of the day," individual supervision of second year doctoral student, group supervision of undergraduate peer trainers, and psychological assessment. Also received advanced training on the Rorschach Inkblot Procedure. Training at community mental health center focused on assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an outpatient setting.

Monadnock Developmental Services Keene, NH 8/99-6/01
Group Facilitator

Responsible for co-facilitating a monthly group for children who have a sibling with some type of physical or developmental disability, such as autism, leukemia, or cerebral palsy. The group included both expressive and process components and dealt with topics such as roles within a family and shame.

Wediko Children's Services Windsor, NH 9/00-6/01
Assistant Teacher (AmeriCorps Position)

Intensive diagnostic and treatment program that utilizes assessment, education, and behavioral intervention with males ranging in age from 8 to 18 who have emotional and/or behavioral challenges. Responsibilities included assisting lead teacher with academic material presented in classroom, teaching elective classes, implementing Individualized Education Plans (IEPs), and carrying out other duties necessary to maintain the therapeutic milieu of the residential school.

Psychological Services Center Keene, NH 8/99-5/01
Administrative Assistant

Assisted with the administration of a psychology training clinic, including managing billing clients and insurance agencies and coordinating referrals for service. Also involved in the instruction of first year students with the usage of scoring templates for the MMPI-2 and other testing materials owned by the clinic.

Antioch New England Graduate School Keene, NH Fall 2000
Teaching Assistant for Fundamental Clinical Skills I and II

Provided instruction to first year doctoral level students on utilizing confrontation in therapy and on giving mental status examinations. Facilitated small groups of students practicing and learning about beginning counseling and assessment techniques. Also responsible for reading papers and providing feedback to students about their developing skills.

Psychological Services Center Keene, NH 7/99-6/00
PSC Clinician

Pre-doctoral practicum experience involving working with adults, families, and children in an outpatient setting. Received specialized training in cardiac rehabilitation, counseling parents, conducting learning disability assessments, and working with people with eating disorders.

New Hampshire Hospital Concord, NH 9/98-5/99
Psychology Extern

Pre-doctoral training in assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an inpatient setting. Monthly seminars attended included Neuropsychology, Case Presentation, and Assessment (Rorschach). Also attended bi-weekly Grand Rounds.

Papers and Presentations:

The Third Party: What are Psychologists' Opinions of Interpreters in Therapy.
Presented at the Region 1 Conference of the Registry of Interpreters for the Deaf.
Providence, RI. July 2006

Anxiety and Stress Management the Natural Way. Presented workshop at the Spinal
Corrective Center in Amherst, NH May 2006

Mental Illness Management Services. Presented workshop at Riverbend Mental
Health Center for staff training purposes. May 2006

Transitions for Parents. Developed program designed to explore parental roles in
freshman transitions at the University at Albany. June 2002

Parents as Partners. Developed document providing information about college
students' use of alcohol and other drugs and parental roles in moderating that was
placed on a website for parents at the University at Albany. June 2002

Depression and Women. Presented workshop to a sorority at the University at
Albany. April 2002

Stress Management. Presented a workshop to a group of Residential Assistants on the
University at Albany campus. April 2002

Handbook of Interpreting in Mental Health Settings. Unpublished Manuscript,
University of New Hampshire at Manchester. May 2000

Family Functioning and Loneliness in Adolescent Suicide Ideators and Attempters.
Presented paper at 32nd Annual Conference of the American Association of
Suicidology. April 1999

Gender and Memory. Presented at the Fourth Annual Undergraduate Research
Conference at Rhode Island College. Spring 1995

Professional Affiliations:

American Psychological Association
APA Division 12, Clinical Psychology
APA Division 22, Rehabilitation Psychology
Special Interest Section on Deafness
New Hampshire Association of the Deaf
New Hampshire Disaster Behavioral Health Response Team (DBHRT)
Registry of Interpreters for the Deaf
New Hampshire Registry of Interpreters for the Deaf
Weare Citizens Emergency Response Team (CERT)

Languages of Fluency:

American Sign Language (ASL)

CURRICULUM VITAE

Marlou B. PatalInjug Tyner, M.D., FAPA

Employment

2003 – 2010	Outpatient Psychiatry, HBHS dba Process Strategies 376 Kenmore Drive, Danville, WV 25053
2003 – 2008	Outpatient Psychiatry, HBHS dba Process Strategies 163 Main Street, Clay, WV 25043
2008 – 2009	Tele-psychiatry for Prestera Center, Clay County based at Prestera Center, 511 Morris Street, Charleston, WV 25301
2007 – 2009	Tele-psychiatry for PsyCare, Inc. for the Potomac Highland Regional Jail and Central Regional Jail, WV
2010 – 2011	Tele-psychiatry for Prestera Center, Boone County based at Process Strategies office
2010 – 2013	Medical Director, Assessment Unit (TPC Program), Highland Hospital 300 56 th Street, Charleston, WV 25304
2007 – 2013	Psychiatry Consult for Cabin Creek Health Centers in Dawes, WV, Clendenin, WV and Sissonville, WV; Tele-psychiatry for all three sites since March 2010, based at Process Strategies office
2008 – 2013	Outpatient Psychiatry, Process Strategies 1418A MacCorkle Avenue, Charleston, WV 25303
2013 – Current	Chief Medical Officer, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301
2013 – Current	Forensic Psychiatry Unit, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301

Certification / Licensure

1987 - 1995	Physician Licensure, Philippines
2002 - 2003	Physician Licensure, State of Connecticut
2002 - 2004	Physician Limited Permit, New York
2003 - Current	Physician Licensure, West Virginia
2003 - Current	Diplomate in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2005 - Current	Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.
2013 - 2023	Maintenance of Certification in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2015 – 2025	Maintenance of Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.

Education

1983 B.S. Psychology, University of the Philippines College of Arts and Sciences
Quezon City, Philippines
1987 M.D. University of the Philippines College of Medicine
Manila, Philippines

Postdoctoral Training

1987 - 1988 Postgraduate Internship, Philippine General Hospital
Manila, Philippines
1989 - 1991 Residency Training, Psychiatry
Philippine General Hospital, Manila, Philippines
1991 - 1992 Chief Resident, Psychiatry
Philippine General Hospital, Manila, Philippines
1998 - 2002 Residency Training, Psychiatry
NYU School of Medicine, New York, NY 10016
2001 - 2002 Chief Resident, Psychiatry
Outpatient Division Chief Resident (July-December 2001)
Administrative Chief Resident (January-June 2002)
NYU School of Medicine, New York, NY 10016
2002 - 2003 Fellowship Training, Forensic Psychiatry
NYU School of Medicine, New York, NY 10016

Other Professional Positions

1993 Research Associate, Intercare Research Foundation, Inc.
Metro Manila, Philippines
1993 - 1994 Research Assistant, Research Foundation for Mental Hygiene
Research based at Kirby Forensic Psychiatric Center
Wards' Island, NY 10035
1994 - 1998 Research Scientist, Nathan S. Kline Institute
Research based at Kirby Forensic Psychiatric Center
Wards' Island, NY 10035

Awards and Honors

1983 Cum Laude, BS Psychology, University of the Philippines
1983 Phi Kappa Phi Honor Society, University of the Philippines,
1983 Pi Gamma Mu Honor Society, University of the Philippines
1992 Ciba-Geigy Fellowship Grant in Administrative Psychiatry
2002 Aventis Women Leaders Fellowship,
American Psychiatric Association Annual Meeting, Philadelphia

Membership in Professional Societies

2000 - 2010 Member, American Psychiatric Association
2010 - Current Fellow, American Psychiatric Association
2002 - Current Member, American Academy of Psychiatry and the Law
2002 - Current Member, NYU-Bellevue Psychiatric Society
2008 - Current Member, American Medical Association
2008 - Current Member, West Virginia State Medical Association

Teaching Experience

1990 - 1992	Training of Trainers in Critical Incident Stress Debriefing National Program for Mental Health, Philippines
1992 - 1993	Lectures in Psychiatry for Physical Therapy Students, University of the Philippines College of Manila, Philippines
1994 - 1998	Instructor, Management of Crisis Situations for Forensics Kirby Forensic Psychiatric Center, Wards Island, New York
2001 - 2003	Clinical Instructor, New York University School of Medicine
2004 - current	Clinical Assistant Professor, West Virginia University, CAMC Department of Behavioral Medicine and Psychiatry, Charleston, WV
2015 - current	Clinical Assistant Professor, West Virginia University School of Medicine, Morgantown, WV

Research

1. Patalinjug, M.B. and Harmon R.B. (2003) Characteristics of Defendants Charged with Stalking: Preliminary Look at Referrals to the Forensics Psychiatry Clinic Three Years After the Passage of NY State Stalking Laws, Presented at the 56th Annual Meeting of the American Association of Forensic Sciences, February 20, 2004, Dallas, TX.
2. Convit, A., Wolf, O.T., de Leon, M.J., Patalinjug, M.B., Kandil, E., Caraos, C., Scherer, A., Saint Louis, L., Cancro, R. (2001). Volumetric Analysis of the Prefrontal regions: Findings in aging and schizophrenia. *Psychiatry Research: Neuroimaging Section*, 107: 61-73.
3. Hoptman, M.J., Yates, K.F., Patalinjug, M.B., Wack, R.C., and Convit, A. (1999). Clinical Prediction of Assaultive Behavior Among Male Psychiatric Patients at a Maximum-Security Forensic Facility. *Psychiatric Services*, 50: 1461-1466.
4. Patalinjug, M.B., Convit, A., Hoptman, M.J., Yates, K.F., Dunn, D., Otis, D. (1997) Staff Assaulters vs. Patient Assaulters In a Forensic Psychiatric Facility: Is there a Difference? Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
5. Convit, A., McHugh, P., de Leon, M., Hoptman, M., Patalinjug, M. (1997) MRI Volume of the Amygdala: A New Reliable Method. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
6. Hoptman, M., Convit, A., Yates, K.F., Patalinjug, M.B. (1997) Violence and Slowing of the Anterior EEG: Relationships to Impulsivity. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
7. Bengzon, A.R.A., Jimenez A.L., Bengzon M.A., Esquejo D.P., Torres M.R., Sison-Agular M.A., Salazar M.C., Patalinjug M.B. (1984). Programs, Process, Politics, People: The Story of the Department of Health Under the Aquino Administration, 1986-1992. Submitted to the World Health Organization, Geneva, Switzerland.
8. Jimenez A.L., Torres M.R., Marte B.G., Patalinjug M.B., Guillergan M.L. (1992) The Establishment of a Mental Health Information System at the Philippine General Hospital Department of Psychiatry, Patient Services Section: A Preliminary Study. Paper read at the 18th Annual Convention of the Philippine Psychiatric Association, Manila, Philippines.

REFERENCES

1. Ted Thornton, M.D. (304) 552-8836 ted.thornton@yahoo.com
2. Toni Goodykoontz, M.D. (304) 669-0470 tgoodykoontz1@gmail.com
3. Fred Frazier III, APRN, PMHNP-BC (304) 669-9032 fredfrazier3@gmail.com

BETTEJEAN NEVEUX

FINANCIAL & MANAGERIAL STRATEGIST



SKILLS

Budgeting & Forecasting
Analysis & Reporting
Ethics & Compliance
Strategic Planning
Team Leadership
Project Management
Accountability
Improving Efficiency
Business Systems
Risk & Resource Management
Presentations
Active Listening

EDUCATION

MASTER'S DEGREE
Business Administration
Southern New Hampshire
University
2009 - 2011

BACHELOR OF SCIENCE
Accounting
Franklin Pierce College
1998 - 2000

LICENSES & CERTIFICATIONS

CERTIFIED MANAGEMENT
ACCOUNTANT
License #51807

CANDIDATE
Certified Public Accountant
Anticipated: 05/2018

PROFESSIONAL PROFILE

A financial professional with over ten years of managerial and administrative experience in a diverse set of industries and with a proven record of innovation and leadership. With a focus on continuous improvement and a holistic approach, I am able to reach strategic goals through the use of collaboration, technology and grit. Leading by example, I have successfully restored confidence and respect in financial departments while focusing on customer service and a commitment to the corporate mission.

EXPERIENCE

BUSINESS AFFAIRS OFFICER/CFO

Manchester Community College/March 2014 - October 2015

As a member of the President's Cabinet and Leadership Team, developed policies and procedures to allow the College to meet its mission and strategic focus. Successfully managed an overall budget of \$22 million by working with department managers over 60 different departments. Directed all institutional operations including accounting & finance, facilities, campus safety, capital projects as well as risk management. Mentored eight (8) direct reports and a total of 29 total employees in the areas of finance, maintenance, safety, reception and stockroom. Participated in system-wide CFO meetings as well as Finance Committee meetings on behalf of the College.

- Developed a more collaborative and positive annual budget process during a period of revenue decline. Presented audience appropriate updates and pro forma statements throughout year to campus leadership, BOD, staff & faculty and advisory committees.
- Greatly increased accuracy of financial reporting and adherence to GAAP through the realignment of cost departments, and improvements to the data structure within Banner Finance.
- Created financial models and tools that allowed management and department leaders to project financial impacts of various enrollment scenarios.
- Increased fee revenue by 10% following thorough financial analysis.
- Overhauled campus safety systems and procedures to better ensure the safety of students, staff, faculty and visitors. Improvements included; a remote door locking system, camera and surveillance upgrades, rekeying of the entire campus and the installation of security software.
- Implemented software that enabled the facilities department to capture and analyze workforce data that would allow management to identify and capitalize on potential personnel efficiencies and better plan for deferred maintenance.
- Introduced the concept of long-term forecasts for the benefit of strategic budgeting.
- Re-engineered adjunct contract process, improving accuracy by 75%.
- Implemented P-Card program to over 50 users.
- Verified donor and grant funding spent in accordance with donor intent or grant guidelines.
- Provided ongoing feedback to subordinates and created development plans that encouraged growth and satisfaction for each employee.

BETTEJEAN NEVEUX

FINANCIAL & MANAGERIAL STRATEGIST

EXPERIENCE continued

VICE PRESIDENT FOR FINANCE AND ADMINISTRATION

New Hampshire Association for the Blind/September 2011 – May 2014

Collaborated with other members of management to review, select and monitor organizational opportunities. Managed all financial and administrative matters including, HR, IT, and facility functions.

- Managed \$2.5 million annual budget process and provided monthly financials and respective analysis to Board of Directors and Management Team.
- Improved the financial story through the creation of visual dashboards supplementing the monthly financial package.
- Ensured proper application of investment and spending policies to the organization's \$7 million endowment and Charitable Gift Annuities.
- Reduced Life and LTD costs by 60% and other contractual expenses by 50% through re-negotiations with vendors.
- Prepared all year-end audit schedules, maintained all supporting documentation for 990 filing, and completed monthly and annual reconciliations.
- Calculated annual compensation from endowment fund and other donor restricted funds.
- Mapped and managed data conversion of client data from legacy system to Salesforce.com and designed an automatic invoicing system resulting in personnel savings through work efficiencies.
- Enhanced data integrity and improved financial reporting through improvements to the GL structure and updated financial software.

ACCOUNTANT

New Hampshire Association for the Blind/November 2005 – September 2011

Performed all accounting duties for the organization including payroll, A/R, A/P as well as providing IT and HR support. As part of a succession plan and expected assumption of VPFA position, progressive responsibilities included completion of the monthly close process, preparation of year end schedules for annual audit and 990 preparation.

DEPARTMENT SECRETARY/ADMISSIONS COORDINATOR

Catholic Medical Center/August 1996 – October 2004

While performing all duties relative to being a stay at home Mom, I worked in the healthcare industry to take advantage of the weekend and evening hours. In this role, I performed all administrative duties within the admissions, emergency and maternity departments for catholic medical center. Utilized customer service, listening and time management skills to ensure excellent patient care.

CONSUMER LOAN RECOVERY MANAGER

First New Hampshire Bank/September 1990 – May 1996

Managed all collection efforts for the recovery of charged off funds related to the consumer loan portfolio. Directed a staff of six (6) and assigned outside legal counsel and collection agencies ensuring greatest recovery of funds.

TECHNICAL SKILLS

Microsoft Office Suite

Advanced Excel

Banner

Salesforce

Conga Reporting

Blackbaud

Dashboards

Sage MIP, MAS90

QuickBooks

Graphical representations

SchoolDude

MEMBERSHIPS & AFFILIATIONS

Notary Public

Institute of Management Accountants

Delta Mu Delta

VOLUNTEER EXPERIENCE

Rape and Domestic Crisis Center/Treasurer
1992 - 1994



Maureen Ryan

Qualifications Summary:

- Mission driven, results oriented leader with a strong track record of achieving goal oriented, cost effective quality outcomes
- 20 years progressive management experience in both the private and public sector
- Successful experience in project management, program design and implementation, strategic planning, and grant writing
- Excellent written and verbal communication skills and experienced in public speaking, delivering presentations and facilitating diverse groups

Professional Experience

New Hampshire Department of Health and Human Services

12/05 - present

Senior Director, Office of Human Services

6/16-present

- Responsible for providing strategic leadership, direction and administrative oversight for the Divisions of Family Assistance, Children, Youth, & Families, and Child Support Services; the Bureaus of Elderly & Adult Services, Homeless & Housing Services; and Community Based Military Programs; and the Office of Health Equity
- Oversees the administration and implementation of programs to ensure compliance with state and federal laws, regulations, and policies; programmatic efficiency and effectiveness; financial integrity and sustainability; and effective personnel and resource allocation
- Proactively identifies critical issues, actions, or decision-points impacting program administration and service delivery, such as policy change, legislative mandate, or resource need, and engages staff to fully assess the issues and impacts, proactively develop a well-supported strategic plan or response, and communicate and implement decisions timely
- Actively mentors and engages OHS senior management in supporting high quality, effective management practices by supporting skill development in motivating and leading staff, managing change, strategic planning, developing innovative solutions, effective program implementation, data-driven evaluation, and modeling and supporting a professional, accountable workforce

Administrator, Bureau of Homeless and Housing Services

8/07 – 6/16

- Direct the coordination and administration of federal and state funding of statewide homeless service contracts
- Direct all bureau activities including contract monitoring, technical assistance, strategic planning, training and regional problem-solving activities
- Coordinate planning efforts for the development of community services and new initiatives
- Serve as agency representative relative to state homeless service programs, to local, state and federal agencies

Administrator, Bureau of Improvement and Integrity

3/06 – 8/07

- Responsible for the overall management of the Continuous Improvement unit of the Bureau of Improvement and Integrity
- Direct all aspects of DHHS wide program Quality Assurance reviews including routine program evaluations, special investigations, work process analysis, and root cause analysis of specific programmatic issues
- Develop and direct projects related to Quality Improvement including facilitating interagency collaboration, system changes involving multiple divisions, organizational development issues and team building

- Program Planning and Review Specialist, Bureau of Improvement and Integrity 12/05 – 3/06**
- Overall management and administration of a Centers for Medicare and Medicaid Services (CMS) Real Choice Systems Change Grant
 - Coordinated the start up of the department wide implementation of a comprehensive Quality Improvement effort
 - Established and facilitated an ongoing, state wide stakeholder Quality Council, the goal of which is to improve communication between the state and community health service providers and elicit feedback on quality improvement initiatives

- Consultant/Independent Contractor 2009-2014**
 NH region for Anthem EAP and Work Place Options, Raleigh, North Carolina
- Facilitate workshops and professional development seminars on various topics including employee relations, management, leadership development, and work life balance.

- Employee Assistance Consultant, Resource Management Consultants 8/05 – 11/05**
 One Pillsbury St., Suite 300, Concord, NH 03301
- Provided telephone consultation, risk assessment, therapeutic intervention and facilitated referrals to various resources for individuals needing assistance with work/life issues

- Director of Outreach, HEARTH 9/01-8/05**
 1640 Washington St., Boston, MA 02118
- Directed and supervised Outreach Department program staff in the coordination of case management, housing search, and housing stabilization services
 - Developed and managed the agency's representative payee program, ensuring compliance with federal regulations and ensuring quality of service in managing clients' finances
 - Developed and maintained collaborative relationships within the community including local businesses, healthcare providers, local and state government entities, and human service agencies
 - Provided weekly clinical and administrative supervision to case managers, representative payee staff, and program interns
 - Developed and coordinated the agency's Critical Incident Debriefing Team

- Program Director, The Lynn Emergency Shelter 12/00- 8/01**
 Lynn Shelter Association, 100 Willow St., Lynn, MA 01901
- Responsible for the overall management of a homeless shelter, serving up to 80 homeless adults nightly, ensuring quality and consistency of service delivery
 - Managed the shelter's operating budget and performed analysis/strategic planning
 - Developed and implemented a structured day program, the goal of which was to offer tools to expand skills and enhance the capabilities of shelter guests
 - Developed and implemented a comprehensive case management program and provided training and clinical supervision to case managers

- Program Coordinator, Common Ground Women's Transitional Housing Program 2/97 – 12/00**
 Shelter Inc., 109 School St., Cambridge, MA 02139
- Responsible for the overall management of a HUD funded transitional housing program, and providing counseling and case management to program residents
 - Developed and facilitated various workshops and groups for program residents
 - Developed and facilitated training programs for shelter staff and interns

Education

Lesley University, Cambridge, MA	Master of Arts in Psychology	1997
St. Bonaventure University, New York	Bachelor of Arts	1992
Major: Psychology	Minor: Mass Communications	

PATRICK M. ULMEN

October 10, 1997

Objective:

Industrious and dependable Masters graduate, with educational and experiential focus principally in research, psychology, case management and business administration, seeking management related growth opportunities with marketing research focus. In both educational and work experience, has demonstrated skills to work well with others, apply knowledge, make innovative contributions, manage complex problems and situations, and perform at a level exceeding expectations and demands.

Work Experience:

8/1992 - current

CLM Behavioral Health Systems, Windham Inn
P.O. Box 1027, Windham, N.H. 03087 (603) 434-9937

Psychiatric Case Manager. Duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support. Skills growth and accomplishments resulted in assignment of and success with exceptionally complex cases. Proposed, initiated, and continued development of alternative treatment planning and tracking mechanism ongoing since instated December 1995.

Information Analyst. Employing computer and research skills to identify, collect, analyze and review information relevant to planning, delivery, and monitoring of consumer support services and associated client outcomes to management staff and Regional Planning Committee.

Management Information Systems Assistant. Assisting in design, development, integration, refinement, maintenance, and expansion of automated community support services networking system.

1/1992 - 1/1995

Hesser College
3 Sundial Ave, Manchester, N.H. 03103 (603) 668-6660

Instructor. Courses taught: Introduction to Psychology, Individual and Group Counseling Techniques, and Contemporary Social Problems. Based on established teaching skills and reputation, actively sought by students seeking challenge and scholarship.

7/1991 - 8/1992 & 6/1986 - 6/1989

Chick Beaulieu Inc.
5 & 1/2 Gaffney St, Nashua N.H. 03060 (603) 883-5822

Office Manager, On-site Supervisor and Construction Worker. Duties included maintaining company journals, managing all business financial transactions, customer and employee relations, job costing, and reorganization of information flow, operations and records, delivery and coordination of service on site.

3/1991 - 6/1991

ECPI of Tidewater VA Inc.
3555 Greenwich, Suite 100, Virginia Beach, VA. 23462-6513 (804) 671-7171

Instructor. Taught Applied Psychology.

Recent Presentations:

8/8/1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services. Institute on Mental Health Management Information. Albany, NY.

6/16/1997 Practical Application of MHSIP Outcome Measures within Community Support Services. New Hampshire Community Mental Health Services Conference. Manchester, NH.

Education:

6/1989 - 7/1991 Old Dominion University, Norfolk, VA. Master of Science, Psychology.

1982 - 1987 Keene State College, Keene, NH. B.S. Business Management, B.A. Psychology.

PATRICK M. ULMEN

NASHUA, NH 03062

TELEPHONE (603) 891-0282

**MANAGEMENT INFORMATION SYSTEMS PROJECT MANAGER
INFORMATION ANALYST
PSYCHIATRIC CASE MANAGER**

**CAREER
SUMMARY**

Educational and experiential focus in development and integration of information systems, research, psychology, case management, education and business administration. Established reputation for working well with others, applying knowledge, making innovative contributions, managing complex problems and situations while performing at a level exceeding expectations and demands.

**PRESENT
POSITION**

Development and management of web based information system between two regional community mental health centers. Management of local network, hardware and software system at a state funded regional Mental Health Center. Monitoring staff needs, recommending, and when indicated implementing appropriate changes. Educating staff towards more efficient and effective use of existing systems. Development and/or implementation of reporting tools. Analysis of existing data to generate information which meets the needs of staff, the agency, community and state representatives. Presentations at State and Northeastern conferences on developing and employing an information management system to improve psychiatric care. Collaborative work with a software development firm specializing in employing leading edge technology to develop state of the art, web based, information management systems. Case management duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support for approximately 25 consumers of mental health services.

**RECENT
PRESENTATIONS**

March, 1998 An Integrated Clinical Information Management System. Annual Conference for The Association of Community Living. Albany, NY.
August, 1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services. Institute on Mental Health Management Information. Albany, NY.
June, 1997 Practical Application of MHSIP Outcome Measures Within Community Support Services. New Hampshire Community Mental Health Service Conference. Manchester, NH.

**EARLIER
EXPERIENCE**

College instructor of psychology, counseling and social science for 5 years. Based on established teaching skills and reputation actively sought by students seeking challenge and scholarship.
Office manager at a home improvement company. Duties included maintaining company journals, job costing, managing business financial transactions, customer and employee relations, and reorganizing information flow, office operations and records.

EDUCATION

Old Dominion University, Norfolk, VA. Master of Science, Psychology.
Keene State College, Keene, NH. BS Business Management, BA Psychology.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Community Council of Nashua, NH
dba/Greater Nashua Mental Health Center

Name of Program/Service:

Substance Use Disorder Treatment and Recovery Support Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Craig Amoth, President and CEO	\$160,000	0.00%	\$0.00
Cynthia Whitaker, PysD, Chief of Services	\$100,000	10.00%	\$10,000.00
Marilou Patalinjug Tyner, MD, Chief Medical Officer	\$250,000	0.00%	\$0.00
Bettejean Neveux, CMA, Chief Financial Officer	\$95,000	5.00%	\$4,750.00
Maureen Ryan, Director, Quality & Compliance	\$90,000	0.00%	\$0.00
Patrick Ulmen, Chief Information Officer	\$102,000	5.00%	\$5,100.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$19,850.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

6



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

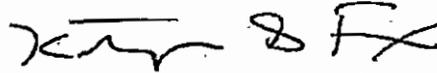
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

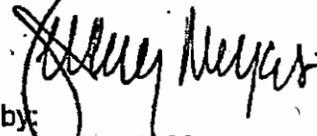
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Svcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakely, Prog Specialist IV, Child Bhlth Health
4. Paul Kieman, Clinical Svcs Spclst, Drug & Alcohol Svcs
5. Abby Shackley, Sr Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITINHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	384	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carroll County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carroll County

*Halo Educational Systems: Application was disqualified as non-responsive.

**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$0	\$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364		\$103,364
Sub-total			\$103,364	\$0	\$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			\$2,205,533	\$0	\$2,205,533
Grand Total All			\$3,157,927	\$0	\$3,157,927

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-12)

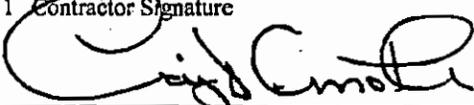
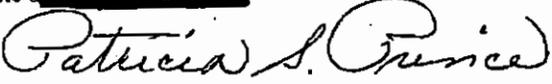
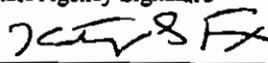
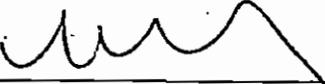
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Council of Nashua, N.H. dba/ Greater Nashua Mental Health Center		1.4 Contractor Address 100 West Pearl Street Nashua NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$162,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Craig D. Amoth, President and CEO	
1.13 Acknowledgement: State of NH, County of Hillsborough On June 1, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public [Seal]		 PATRICIA S. PRINCE Notary Public - New Hampshire My Commission Expires July 19, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Patricia Prince, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Yegle - Attorney</u> <u>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) <div style="border: 1px solid black; height: 100px; width: 100%;"></div>			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.



Exhibit A

- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.3, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or
- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
- 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
- 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or



Exhibit A

- 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
- 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
- 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
- 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
- 2.5.8.1.3.2. Recovery support services as needed by the client;
- 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.



Exhibit A

- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or



Exhibit A

- 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
- 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
- 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
- 2.7. Assistance with Enrolling in Insurance Programs
- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;
- 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
- 2.8. Service Delivery Activities and Requirements
- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:



Exhibit A

- 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:



Exhibit A

- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
- 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
- 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including



Exhibit A

- 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.
- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:



Exhibit A

- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
 - 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
 - 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
 - 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or



Exhibit A

- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
 - 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
 - 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.



Exhibit A

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:



Exhibit A

- 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
- 2.10.1.2. Apply to employees, clients and employee or client visitors;
- 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
- 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;



Exhibit A

- 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
- 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
- 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a



Exhibit A

copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Reserved

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

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Exhibit A

- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
- 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
- 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or



Exhibit A

serious harm to physical or mental health, safety, or well-being, including but not limited to:

- 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form"



Exhibit A

(February 2017), available at
<https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf>
to the bureau

- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall



Exhibit A

include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.



Exhibit A

- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.



Exhibit A

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.

Vendor Name
RFA-2019-BDAS-01-SUBST
Page 8 of 24

Contractor Initials:

Date: *ca*
6/11/18



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
 - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
 - 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
 - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
 - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
 - 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
 - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
 - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
 - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
- 20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment
or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 6, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 6 Sliding Fee Scale for the client's applicable income level.



Exhibit B

- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
- 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Sliding Fee Scale

- 6.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.
- 6.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%

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Exhibit B

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

6.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

7. Submitting Charges for Payment

7.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

7.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

7.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

7.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

7.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

7.1.5. Submit separate batches for each billing month.

7.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

7.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.



Exhibit B

8. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
9. Funds in this contract may not be used to replace funding for a program already funded from another source.
10. The Contractor will keep detailed records of their activities related to Department funded programs and services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
13. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 13.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 13.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 13.2.1. Make cash payments to intended recipients of substance abuse services.
 - 13.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 13.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 13.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 13.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:



Exhibit B

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day; only on those days when the client attends individual and/or group counseling associated with the program.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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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)

440 Amherst Street, Nashua, Hillsborough County, NH, 03063

Check if there are workplaces on file that are not identified here.

Contractor Name:

Name: Craig D. Amoh
Title: President and CEO

June 1, 2018

Date

Contractor Initials

Date

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6/1/18



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

Name: Craig D. Amoth
Title: President and CEO

June 1, 2018

Date

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6/1/18



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Jun 1, 2018
Date

Contractor Name:

Name: Craig D. Arnoth
Title: President and CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

CB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/1/18

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

June 1, 2018

Date

Contractor Name:

Name: Craig D. Amoth
Title: President and CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date



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.

June 1, 2018
Date

Contractor Name:

Name: Craig D. Amoth
Title: President and CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<p>Department of Health and Human Services The State</p> <p><u>[Signature]</u> Signature of Authorized Representative</p> <p><u>[Signature]</u> Name of Authorized Representative</p> <p><u>Director</u> Title of Authorized Representative</p> <p><u>6/7/18</u> Date</p>	<p>Community Council of Nashua, NH dba/ Greater Nashua Mental Health Center</p> <p>Name of the Contractor</p> <p><u>[Signature]</u> Signature of Authorized Representative</p> <p>Craig D. Amoth Name of Authorized Representative</p> <p>- President and CEO Title of Authorized Representative</p> <p>June 1, 2018 Date</p>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Name: Craig D. Ameth
Title: President and CEO

June 1, 2018

Date

Contractor Initials

Date

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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and West Central Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 9 Hanover Street, Suite 2, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

- 2.7. Assistance with Enrolling in Insurance Programs

- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

- 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

- 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

- 3.9.1. The contract requirements.

- 3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

10. Contract Compliance Audits

- 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8, in its entirety.

The rest of this page intentionally left blank.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

[Signature]
Katja S. Fox
Director

West Central Services, Inc.

June 28, 2018
Date

[Signature]
Name: Suellen Griffin
Title: President/CEO

Acknowledgement of Contractor's signature:

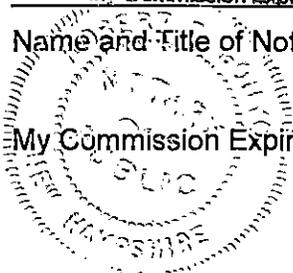
State of New Hampshire, County of Grafton on June 28, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

ROBERT T. GONYO, Notary Public
State of New Hampshire
My Commission Expires August 2, 2022

Name and Title of Notary or Justice of the Peace

My Commission Expires: August 2, 2022





**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/2/18
Date

[Signature]
Name: Megan A. Cole
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

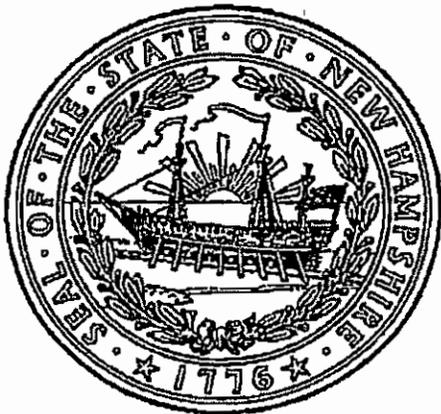
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 85174

Certificate Number: 0004076310



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

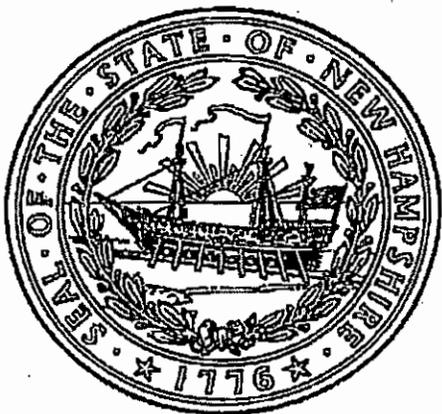
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 367817

Certificate Number: 0004076311



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Peter Bleyler do hereby certify that:

1. I am a duly elected Officer of West Central Behavioral Health.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 28, 2018:

RESOLVED: That the President/CEOs hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of June, 2018.

4. Suellen Griffin is the duly elected President/CEO of the Agency.



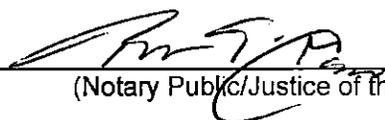
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grant

The forgoing instrument was acknowledged before me this 28th day of June, 2018.

By PETER BLEYLER
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)



ROBERT T. GONYO, Notary Public
State of New Hampshire
My Commission Expires August 2, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111	1-617-531-6000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED West Central Services d/b/a West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CAPITOL SPECIALTY INS CORP	NAIC # 10328
		INSURER B: CAPITOL IND CORP	10472
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 51288193

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		HS02726188-02	11/01/17	11/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		HS02731293-02	11/01/17	11/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		HS20162182-02	11/01/17	11/01/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Healthcare Prof Liability Claims Made		HS02726188-02	11/01/17	11/01/18	Each Medical Incid 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of insurance only.

CERTIFICATE HOLDERNH DBHS
Sandy Lawrence
105 Pleasant Street
Main Bldg., Rm 214-S
Concord, NH 03301

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Technology Insurance Company, Inc.</td> <td>42376</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Technology Insurance Company, Inc.	42376	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon NH 03766																					

COVERAGES **CERTIFICATE NUMBER:** 18-19 Workers Comp **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	TWC3637727	6/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/GMATH
--	--

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WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

Mission

West Central Behavioral Health's mission is to reduce the burden of mental illness and to improve the quality of life in our community. We commit ourselves to provide services that are safe, effective, client-centered, timely and efficient.

**West Central Services, Inc.
d/b/a West Central Behavioral Health**

FINANCIAL STATEMENTS

June 30, 2017

West Central Services, Inc.
d/b/a West Central Behavioral Health
TABLE OF CONTENTS
June 30, 2017

Page

INDEPENDENT AUDITOR'S REPORT

FINANCIAL STATEMENTS

Statements of Financial Position	1
Statements of Activities and Changes in Net Assets	2
Statements of Cash Flows	3
Notes to Financial Statements	4

SUPPLEMENTARY INFORMATION

Analysis of Accounts Receivable	14
Analysis of BBH Revenues and Receivables	15
Statement of Functional Revenues	16
Statement of Functional Expenses	17



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2017 and 2016, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 14-17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 7, 2017

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 646,161	\$ 570,112
Investments	418,213	378,630
Restricted cash	124,189	108,175
Accounts receivable - trade, net	476,120	654,172
Accounts receivable - other	158,492	100,185
Due from affiliates	656	105
Prepaid expenses	92,422	151,677
TOTAL CURRENT ASSETS	<u>1,916,253</u>	<u>1,963,056</u>
 PROPERTY AND EQUIPMENT, net	 <u>688,045</u>	 <u>655,123</u>
 OTHER ASSETS		
Investment	100,893	86,520
Deposits	26,417	25,842
TOTAL OTHER ASSETS	<u>127,310</u>	<u>112,362</u>
 TOTAL ASSETS	 <u>\$ 2,731,608</u>	 <u>\$ 2,730,541</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Line of credit	\$ 219,445	\$ 394,297
Accounts payable	67,974	63,590
Accrued payroll and related expenses	178,394	29,860
Deferred revenue	81,461	89,123
Deposits and other current liabilities	12,762	16,802
Current portion of long-term debt payable	106,862	71,914
Current portion of capital lease obligations	-	781
TOTAL CURRENT LIABILITIES	<u>666,898</u>	<u>666,367</u>
 LONG-TERM DEBT, less current portion above	 <u>676,039</u>	 <u>689,824</u>
 TOTAL LIABILITIES	 <u>1,342,937</u>	 <u>1,356,191</u>
 NET ASSETS		
Temporarily restricted	4,000	8,000
Unrestricted	1,384,671	1,366,350
TOTAL NET ASSETS	<u>1,388,671</u>	<u>1,374,350</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 2,731,608</u>	 <u>\$ 2,730,541</u>

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Years Ended June 30,

	2017			2016
	Unrestricted Funds	Temporarily Restricted Funds	All Funds	
PUBLIC SUPPORT AND REVENUES				
Public support:				
Federal	\$ -	\$ -	\$ -	\$ 32,585
State of New Hampshire Bureau of Behavioral Health	329,365	-	329,365	328,471
Contracted services and other public support	981,023	-	981,023	1,076,142
In-Kind support	22,005	-	22,005	46,195
Total public support	<u>1,332,393</u>	<u>-</u>	<u>1,332,393</u>	<u>1,483,373</u>
Revenues:				
Program service fees	8,360,696	-	8,360,696	8,011,628
Rental income	152,854	-	152,854	151,500
Other revenue	87,950	-	87,950	64,199
Net assets released from restriction	4,000	(4,000)	-	-
Total revenues	<u>8,605,500</u>	<u>(4,000)</u>	<u>8,601,500</u>	<u>8,227,325</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>9,937,893</u>	<u>(4,000)</u>	<u>9,933,893</u>	<u>9,710,698</u>
EXPENSES				
State of New Hampshire Bureau of Behavioral Health funded program services:				
Adult Maintenance	3,363,445	-	3,363,445	3,450,289
Adult Vocational	152,849	-	152,849	191,113
Children	3,463,499	-	3,463,499	3,285,027
ACT Team	557,791	-	557,791	325,638
Emergency services	549,537	-	549,537	513,830
Housing services	1,169,633	-	1,169,633	1,049,370
Non-eligibles	378,134	-	378,134	455,751
Other Non-BBH funded program services	326,281	-	326,281	452,579
TOTAL EXPENSES	<u>9,961,169</u>	<u>-</u>	<u>9,961,169</u>	<u>9,723,597</u>
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	(23,278)	(4,000)	(27,278)	(12,899)
OTHER INCOME				
Investment Income	41,597	-	41,597	14,715
INCREASE (DECREASE) IN NET ASSETS	18,321	(4,000)	14,321	1,818
NET ASSETS, beginning of year	<u>1,366,350</u>	<u>8,000</u>	<u>1,374,350</u>	<u>1,372,534</u>
NET ASSETS, end of year	<u>\$ 1,384,671</u>	<u>\$ 4,000</u>	<u>\$ 1,388,671</u>	<u>\$ 1,374,350</u>

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 14,321	\$ 1,816
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	66,437	64,392
Unrealized gain on investment in partnership	(14,373)	(1,112)
(Increase) decrease in the following assets:		
Accounts receivable - trade	178,052	(221,807)
Accounts receivable - other	(58,307)	51,364
Due from affiliates	(551)	163
Prepaid expenses	59,255	(63,623)
Restricted Cash	(16,014)	(8,713)
Security Deposits	(575)	-
Increase (decrease) in the following liabilities:		
Accounts payable	4,384	(84,244)
Accrued payroll and related expenses	148,534	1,795
Deferred revenue	(7,662)	(44,153)
Deposits and other current liabilities	(4,040)	(3,070)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>369,461</u>	<u>(317,192)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(99,364)	(72,457)
Investment activity, net	(39,583)	(14,103)
NET CASH USED IN INVESTING ACTIVITIES	<u>(138,947)</u>	<u>(86,560)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds on line of credit	6,002,679	4,843,646
Repayment on line of credit	(6,177,526)	(4,449,349)
Proceeds from issuance of debt	100,000	-
Repayment of notes payable	(78,837)	(127,609)
Payments on capital lease obligations	(781)	(2,746)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>(154,465)</u>	<u>263,942</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	76,049	(139,810)
CASH AND CASH EQUIVALENTS, Beginning of year	<u>570,112</u>	<u>709,922</u>
CASH AND CASH EQUIVALENTS, End of year	<u>\$ 646,161</u>	<u>\$ 570,112</u>
SUPPLEMENTAL DISCLOSURE		
Cash paid during the year for interest	<u>\$ 21,326</u>	<u>\$ 20,305</u>

See Notes to Accompanying Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2014 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

Policy for Evaluating Collectability of Accounts Receivable (continued)

During 2017, the Center increased its estimated percentage in the allowance for doubtful accounts from 19% to 36% of the total patient receivables. The allowance for doubtful accounts increased to \$265,219 as of June 30, 2017 from \$155,441 as of June 30, 2016.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2017 totaled \$8,360,698, of which \$8,059,355 was revenue from third-party payers and \$301,341 was revenue from self-pay clients.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third-Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2017 and 2016 was \$11,556 and \$9,704, respectively.

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service rates.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

Approximately 85% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2017. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

NOTE 3 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid receivable	\$ 339,922	\$ 524,514
Due from clients	184,098	72,432
Receivable from insurance companies	128,460	131,154
Medicare receivable	<u>88,859</u>	<u>81,513</u>
	741,339	809,613
Allowance for doubtful accounts and estimated contractual allowances	<u>(265,219)</u>	<u>(155,441)</u>
TOTAL ACCOUNTS RECEIVABLE - TRADE	<u>\$ 476,120</u>	<u>\$ 654,172</u>

Other accounts receivable of the Center consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 95,967	\$ 96,173
Rents	650	(1,985)
Bureau of Behavioral Health	58,320	4,552
Other	<u>3,555</u>	<u>1,445</u>
TOTAL ACCOUNTS RECEIVABLE - OTHER	<u>\$ 158,492</u>	<u>\$ 100,185</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 4 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	<u>2017</u>	<u>2016</u>
Land	\$ 20,695	\$ 20,695
Building and improvements	778,727	778,727
Furniture, fixtures and equipment	586,458	431,320
Vehicles	21,375	21,375
Project in Progress	<u>-</u>	<u>55,168</u>
	1,407,255	1,307,285
Accumulated depreciation	<u>(719,210)</u>	<u>(652,162)</u>
Net book value	<u>\$ 688,045</u>	<u>\$ 655,123</u>

Depreciation expense for the years ended June 30, 2017 and 2016 was \$66,437 and \$64,392, respectively.

NOTE 5 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

<u>2017</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 324,336</u>	<u>\$ 93,877</u>	<u>\$ 418,213</u>
 <u>2016</u>	 <u>Cost</u>	 <u>Unrealized Gain (Loss)</u>	 <u>Market Value</u>
Equity Funds	<u>\$ 316,444</u>	<u>\$ 62,186</u>	<u>\$ 378,630</u>

Investment income consisted of the following at June 30,:

	<u>2017</u>	<u>2016</u>
Interest and dividends	\$ 9,906	\$ 7,866
Unrealized gains	<u>31,691</u>	<u>6,849</u>
	<u>\$ 41,597</u>	<u>\$ 14,715</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 5 INVESTMENTS (continued)

Other investments consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
Investments in Behavioral Information Systems, LLC	\$ <u>100,893</u>	\$ <u>86,520</u>

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2017 and 2016 was \$14,373 and \$1,112, respectively.

NOTE 6 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2017. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 7 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
Paddle Power Advanced Payments	\$ 16,215	\$ 17,042
Operational Funding	65,000	65,000
In-Shape Grant	-	3,835
Other contracts	246	3,246
	<u>\$ 81,461</u>	<u>\$ 89,123</u>

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	<u>2017</u>	<u>2016</u>
Rivermill Housing leasehold note payable, 0% interest, principal only payment of \$5,000 made annually, due July 2019	\$ 10,000	\$ 15,000
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$6,130 made monthly, due April 2019	129,835	196,738
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$2,953 made monthly, due April 2020	94,754	-
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	548,312	550,000
	782,901	761,738
Less: Current portion	(106,862)	(71,914)
	<u>\$ 676,039</u>	<u>\$ 689,824</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 8 LONG-TERM DEBT

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

June 30,	
2018	\$ 106,862
2019	98,737
2020	28,989
2021	-
2022	-
Thereafter	548,313
Total	\$ 782,901

Interest expense was \$21,326 and \$20,305 for the years ended June 30, 2017 and 2016, respectively.

NOTE 9 LINE OF CREDIT

As of June 30, 2017 and 2016, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2017 and 2016, the outstanding balance was \$219,445 and \$394,297 respectively. The effective interest rate at June 30, 2017 and 2016 was 4.50% and 4.00%, respectively. The line of credit expires in March 2018.

NOTE 10 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2017 and 2016, the Center paid BIS \$34,603 and \$20,658, respectively, for services rendered. At June 30, 2017 and 2016, the Center owed BIS \$3,487 and \$750, respectively, for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2017 and 2016, BIS owed the Center \$656 and \$268, respectively, for advances that had not been repaid.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 10 RELATED PARTY TRANSACTIONS (continued)

Valley Behavioral Healthcare, LLC

The Center formed a New Hampshire limited liability company on September 30, 2004 of which the Center owns a 100% interest. Valley Behavioral Healthcare, LLC contracts with The Geisel School of Medicine at Dartmouth to provide behavioral health services over which the Center maintains no control. During 2017 and 2016, the LLC provided administrative services to the Geisel School of Medicine at Dartmouth for which it generated gross revenue of \$1,794 and \$21,526, respectively. The relationship terminated in September, 2016.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2017 and 2016 the Center paid \$240,033 and \$293,727, respectively.

NOTE 11 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. During the years ended June 30, 2017 and 2016, there were no employer contributions to this retirement plan.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	<u>2017</u>	<u>2016</u>
Due from clients	25 %	9 %
Insurance companies	17	16
Medicaid	46	65
Medicare	<u>12</u>	<u>10</u>
	<u>100 %</u>	<u>100 %</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 13 OPERATING LEASES

The Center leases real estate under various operating leases. Minimum future rental payments under non-cancelable operating leases as of June 30, 2017 for each of the next five years and in the aggregate are:

<u>June 30,</u>	
2018	\$ 589,261
2019	479,961
2020	201,041
2021	161,518
2022	135,902
Thereafter	<u>-</u>
	<u>\$1,567,683</u>

Total rent expense for the years ended June 30, 2017 and 2016, including rent expense for leases with the remaining term of one year or less, was \$663,767 and \$647,843, respectively.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 7, 2017, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2017, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2017

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Other Discounts Given</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
CLIENT FEES	\$ 72,432	\$ 2,085,683	\$ (1,784,342)	\$ 189,675	\$ 184,098
OTHER INSURANCE	131,154	728,680	(176,713)	554,661	128,460
MEDICAID	524,514	7,944,753	(879,578)	7,249,767	339,922
MEDICARE	<u>81,513</u>	<u>696,123</u>	<u>(253,910)</u>	<u>434,867</u>	<u>88,859</u>
TOTAL	<u>\$ 809,613</u>	<u>\$ 11,455,239</u>	<u>\$ (3,094,543)</u>	<u>\$ 8,428,970</u>	<u>\$ 741,339</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES
For the Year Ended June 30, 2017

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2017	<u>\$ 4,552</u>	<u>\$ 329,365</u>	<u>\$ (275,597)</u>	<u>\$ 58,320</u>

Analysis of Receipts

<u>Date of Receipt Deposit Date</u>	<u>Amount</u>
07/19/16	\$ 4,547
09/14/16	26,073
10/04/16	26,073
11/02/16	26,073
11/23/16	1,024
11/02/16	26,073
12/21/16	2,974
12/31/16	7,323
01/05/17	26,073
01/11/17	1,040
01/18/17	1,040
02/17/17	18,750
02/22/17	813
03/08/17	26,073
03/22/17	764
04/07/17	26,073
04/25/17	731
05/05/17	26,073
05/26/17	878
06/08/17	26,073
06/20/17	<u>1,056</u>
	<u>\$ 275,597</u>

Comparative Totals for 2010

<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Adult Maintenance</u>	<u>Adult Vocational</u>	<u>Children</u>	<u>ACT Team</u>	<u>Emerg</u>
\$ 301,341	\$ -	301,341	\$ 127,161	2,665	\$ 98,925	\$ 16,954	\$ 1
7,065,175	-	7,065,175	2,011,669	92,726	3,370,854	352,067	12
442,213	-	442,213	370,675	16	5,105	17,514	(2)
551,967	-	551,967	121,245	(1)	250,821	10,078	3
49,010	-	49,010	17,154	490	22,055	980	
390,035	5,000	385,035	96,275	2,739	133,235	5,477	8
22,005	-	22,005	-	-	-	-	2
25,885	-	25,885	-	-	25,885	-	
-	-	-	-	-	-	-	
329,365	-	329,365	(1)	-	-	225,000	8
516,093	-	516,093	77,789	-	47,829	14,500	16
152,854	-	152,854	-	-	-	-	
87,950	53,465	34,485	3,023	3,142	2,209	188	2
9,933,893	58,465	9,875,428	2,824,990	101,777	3,956,918	642,758	53
-	(58,465)	58,465	20,463	585	26,309	1,169	
<u>\$ 9,933,893</u>	<u>\$ -</u>	<u>\$ 9,933,893</u>	<u>\$ 2,845,453</u>	<u>\$ 102,362</u>	<u>\$ 3,983,227</u>	<u>\$ 643,927</u>	<u>\$ 53</u>

Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	
\$ 6,479,023	\$ 420,218	\$ 6,058,805	\$ 2,094,788	96,451	\$ 2,154,802	\$ 313,861	\$
701,048	32,635	668,413	238,780	17,351	261,808	26,657	
455,331	49,247	406,084	143,157	6,369	141,141	20,532	
336,950	30,070	306,890	145,977	2,294	72,406	22,952	
28,138	14,152	13,986	5,876	14	5,446	1,079	
663,767	19,435	644,332	220,832	8,773	238,147	31,469	
68,614	-	68,614	10,775	414	14,158	1,223	
74,097	1,047	73,050	22,351	1,291	24,684	3,848	
36,000	-	36,000	-	-	-	-	
159,154	-	159,154	60,401	406	61,886	4,121	
57,372	11,563	45,809	13,711	566	17,078	1,796	
40,272	1,791	38,481	3,802	407	9,479	681	
18,307	6,403	11,904	5,805	319	2,647	957	
64,333	-	64,333	18,951	641	20,136	6,525	
66,437	2,479	63,958	13,608	1,344	13,014	3,586	
11,556	5,203	6,353	2,223	64	2,858	127	
27,927	-	27,927	7,986	276	8,310	2,979	
64,794	11,177	53,617	13,414	557	19,775	3,093	
16,782	5,706	11,076	4,087	172	4,920	504	
120,520	5,584	114,956	38,237	3,872	43,553	18,281	
106,181	-	106,181	29,574	1,020	30,594	11,218	
34,350	-	34,350	9,817	338	10,231	3,690	
308,201	66,297	241,904	61,377	3,080	99,406	6,610	
22,005	-	22,005	-	-	-	-	
9,961,169	682,987	9,278,182	3,165,539	146,019	3,256,479	485,789	
-	(682,987)	682,987	197,906	6,830	207,020	72,002	
<u>\$ 9,961,169</u>	<u>\$ -</u>	<u>\$ 9,961,169</u>	<u>\$ 3,363,445</u>	<u>\$ 152,849</u>	<u>\$ 3,463,499</u>	<u>\$ 557,791</u>	<u>\$</u>

WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GISEL SCHOOL OF MEDICINE AT DARTMOUTH

Board of Directors Members Roster FY 2018

Chair
Peter Bleyler

Vice Chair
Patricia R. Warren, Vice Chairman

Secretary/Treasurer
Anne Page

Brooke Adler

Clinton Bean

Terri Crate

Angela Montano

Lawrence Schissel, MD

Sheila Shulman

Professor Phillip Stocken

August Ventura

Douglas Williamson, MD

Ex-Officio
Alan I. Green, MD

Ex-Officio
Suellen Griffin, MSN

Ex-Officio
Diane Roston, MD

**Curriculum Vitae
Suellen M. Griffin**

Professional Experience

West Central Behavioral Health, Lebanon, NH
President/CEO

10/2007 – Present

Responsible for the overall planning, organizing, directing and evaluating of services at West Central Behavioral Health (WCBH). Services include the provision of mental health and substance abuse services to members of the community. The organization has approximately 156 employees and a 10 million dollar operating budget.

Specific responsibilities include:

- Act as ex-officio voting member of the Board of Directors.
- Manage the organization's financial resources including the annual preparation of the organization's budget.
- Coordinate the programs and services of WCBH with other health and human service providers within the community.
- Participate in state and regional planning including but not limited to the provision of Behavioral Health Services.
- Prepare and present the Agency's Annual Report.
- Develop a strategic plan for the organization.
- Locate and develop revenue sources.
- Act as a liaison between the organization and other groups such as the New Hampshire Bureau of Behavioral Health, Dartmouth Medical School, Department of Psychiatry and Dartmouth-Hitchcock Medical Center

Saint Vincent Catholic Medical Centers, New York, NY
Vice President-Operations and Nursing

9/2000 – 2/2007

Behavioral Health Service Division

Responsible for all inpatient and ambulatory behavioral health services within an eight-hospital system. Programs are located in Brooklyn, Queens, Manhattan, Staten Island and Westchester. There are 407 inpatient beds and 65 OMH or OASAS licensed ambulatory programs. Oversaw program development, budgets, regulatory reviews, staff education and quality improvement for all programs. The programs have an overall revenue base of 135 million dollars.

- Developed a system-wide Quality Improvement plan spanning all programs and regions. Received the Pinnacle Award for Quality Improvement from HANYS in 2004.
- Developed new services within units and programs to meet the community needs, e.g. Latino mental health and substance abuse services were started in several programs in Westchester and Manhattan.
- Established and implemented productivity standards across BHS system and assured compliance with these standards.
- Established a monitoring system for all inpatient units to assure compliance with established policies.
- Participated in and successfully negotiated several different union contracts, NYSNA and 1199, across the SVCMC system.

- Opened and operated a 19 bed substance abuse detoxification unit in an acute care facility with \$5,303,074 in revenue and a \$2,003,052 contribution margin.
- Designed and operated a 21 bed psychiatric inpatient unit serving the dually diagnosed population of Mentally Ill/Mentally Retarded and Developmentally Disabled with a \$3,983,709 increase in revenue and a \$971,305 contribution margin.
- Designed and operated a 24 bed psychiatric inpatient unit with a revenue base of \$4,773,377 and a contribution margin of \$1,008,761.
- Opened a 10 bed detoxification unit with \$2,813,847 in revenue and a \$591,706 contribution margin.
- Actively participated with the Board of Directors of the Maxwell Institute, a substance abuse program, to raise over \$100,000 per year to support the program.
- Established and implemented productivity standards across BHS system to produce a positive bottom-line.

St. Vincent's Hospital, Harrison, NY and West 12th Street, New York, NY 11/1999 – 9/2000
Vice President-Clinical Service, Harrison and
Director, Patient Care Services Manhattan

St. Vincent's Hospital, Harrison, NY	2/1976 – 10/1999
<i>Vice President-Clinical Services</i>	11/1998 – 10/1999
<i>Vice President, Ambulatory Services</i>	7/1996 – 11/1998
<i>Administrative Director, Outpatient Department</i>	10/1994 – 7/1996
<i>Assistant Director, Outpatient Mental Health Services</i>	7/1994 – 10/1994
<i>Referral Coordinator/Therapist</i>	10/1993 – 7/1994
<i>Inpatient Psychiatry</i>	2/1976 – 10/1993

Cochran School of Nursing, St. John's Hospital, Yonkers, NY	8/1993 – 12/1995
<i>Adjunct Clinical Instructor</i>	

Provided clinical instruction in Psychiatric/Mental Health Nursing for nursing students.

United States Army Reserve	8/1990 – 3/2000
<i>Captain-United States Army Reserve</i>	

Responsible for skills assessment and training of nursing personnel for the 815th Station Hospital, Bronx, NY and the 344th General Hospital, Queens, NY.

Senior Officer responsible for all aspects of Finance Department – 344th General Hospital, Queens, NY.

Department of Psychiatry, Geisel School of Medicine, Hanover, NH	10/2007 – Present
<i>Faculty</i>	

<i>Adjunct Instructor in Psychiatry</i>	7/2015 – Present
<i>Lecturer in Psychiatry</i>	10/2007 – 6/2015

Education

MHCDS	Dartmouth College	2015
	Masters of Health Care Delivery Science	
MSN	Yale University, New Haven, CT	1992
	Masters in Adult Psychiatric/Mental Health Nursing	
	Sigma Theta Tau Honor Society	

BBA	Pace University, Pleasantville, NY Bachelor of Business Administration Alpha Chi Honor Society	1987
Diploma	St. Mary's School of Nursing, Amsterdam, NY Registered Nurse	1976

Licenses:

Registered Nurse: Connecticut and New York State
Psychiatric Nurse Practitioner: New York State

Activities, Honors and Leadership

Fellow of the American College of Healthcare Executives, FACHE	2007 - Present
New Hampshire Governor's Commission on PTSD and TBI	9/2013 – Present
Rotary Club of Lebanon, NH	President, 7/2017 – Present Member, 2010 – Present
New Hampshire Community Behavioral Health Association	President, 7/2015 – Present Member, 10/2007 – Present
Sigma Theta Tau Honor Society, Delta Mu Chapter Alpha Chi Honor Society	

Board Memberships

St Philip the Apostle Foundation	02/2005
Good Counsel Daystar Program.	04/2007
Library Arts Center, Newport, NH	2013 – Present
National Alliance for the Mentally Ill, State Chapter, Concord, NH	Vice-President, 7/2015 – 6/2017 Member, 2011 – 2017

Research

Chronic Medical Illness as it Relates to Major Depressive Disorder, Yale University, 1992
(unpublished Master Thesis)

ROBERT GONYO



EXPERIENCE

Accounting Manager
Lake Sunapee Bank
Newport, New Hampshire

2014 – Present

- Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services.
- Work with external and internal auditors to provide accounting related documentation needed for audits.
- Review and approve the distribution of checks issued by Accounts Payable.
- Manage monthly recurring and non-recurring accruals and review of overall expenses.
- Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations.
- Responsible for accounting and reporting of \$188 million dollars of bank owned investments.
- Monitor and adjust pledged deposits weekly based on current market values of investments.
- Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston.
- Experience working with Jack Henry banking software and Fiserv Investment software.
- Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

Revenue Manager
Lutheran Social Services / Ascentria Care Alliance
Concord, New Hampshire

2013 – 2014

- Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries.
- Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties.
- Monitor and manage any identified disruptions or delays within the revenue cycle.
- Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables.
- Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions.
- Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants.
- Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized.
- Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures.
- Knowledge of contract principles, laws, statutes, Executive Orders, regulations and procedures.

Fiscal Director
Community Alliance of Human Services
Newport, New Hampshire

2008 – 2013

- Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements.
- Post all general ledger entries and reconcile all bank accounts.
- Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts.
- Responsible for preparing annual operating budgets for a multi company organization.
- Manage daily cash flow requirements.
- Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and

- assisted with grant writing proposals.
- Work with Board of Director's, management team and staff to provide financial analysis.
- Oversee annual certified audit.
- Perform monthly financial statement reviews with Directors.
- Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing.
- Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex.
- Responsible for completing annual Medicare Cost Report for a Home Health Agency.
- Manage and direct Staff Accountant.

Revenue Control Accountant
NFI North
Contoocook, New Hampshire

2003 – 2008

- Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation.
- Review bi-monthly billings for accuracy and tie revenue amounts back to program census.
- Member of Software Selection Committee charged with selecting a new client data management system for entire agency.
- Worked to set up finance module of new client data management system allowing a seamless transition to the new software.
- Produce monthly cash flow showing six months actual and six months projections.
- Update management team on a weekly basis of the cash flow status.
- Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly.
- Calculate allowance for doubtful accounts.
- Approve monthly reconciliation and weekly batches for accounts payable.
- Perform monthly budget reviews with Program Managers.
- Work with billing department to develop and institute rebilling and collection procedures.

Controller
Brattleboro Reformer / Town Crier
Brattleboro, Vermont

2002 – 2003

- Responsible for producing monthly financial statements for two publications.
- Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast.
- Developed inventory controls allowing daily updates of newsprint inventory levels.
- Provide corporate office with explanations of monthly revenue and expense budget variances. Work with circulation department to develop and institute collection procedures.
- Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing and approving salesman commissions and accounts payable invoices.
- Work with management and staff to provide analysis and support.
- Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results.
- Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

Controller
Merrill-Graves Corporation
Charlestown, New Hampshire

1998 – 2002

- Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements.
- Manage daily cash flow and line of credit for all locations.
- Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds.
- Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs.
- Provide analysis and support to all levels of management and staff.
- Ensure the accuracy of month-end closings and the integrity of the general ledger.

- Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit.
- Design and maintain internal controls, standardize internal policy and procedures throughout the company.
- Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management.
- Successfully integrated 5 acquisitions into the corporate financial structure.
- Direct a staff of 7 reporting directly to the Chief Financial Officer.

Assistant Comptroller**1992 – 1998**

**Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire**

- Responsible for producing detailed monthly financial statements with statistical highlights on an IBM AS/400 for 26 branches, 9 corporations and 2 consolidations.
- Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all phases of the computer conversion.
- Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the financial reporting process which resulted in more accurate and timely monthly financial statements.
- Assisted with the developing and preparation of the annual operating budgets.
- Managed daily cash flow requirements with access to \$5,000,000 line of credit.
- Responsible for management and reporting of approximately \$3,000,000 accounts receivable.
- Managed and calculated salesman commission and branch manager bonus programs.
- Assisted with annual certified audit.

Staff Accountant**1988 – 1992**

**Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire**

- Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches.
- Implemented AS/400 based fixed asset system.
- Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel.
- Set up and maintained multi state sales tax exemption files.

Office Administrator**1984 – 1987**

**Suburban Realty, Inc.
Manchester, New Hampshire**

- Responsible for managing all bookkeeping and administrative functions.
- Implemented advertising program which allowed equal exposure for all listed properties.

EDUCATION

**Bachelor of Science degree in Accounting
New Hampshire College
Manchester, New Hampshire**

PROFESSIONAL AFFILIATIONS

**Serves as the Board Treasurer to Housing for the Elderly and Handicapped of Newport, Inc.
Newport, New Hampshire**

CURRICULUM VITAE

NANCY NOWELL

EDUCATION

Predocctoral Internship in Clinical Psychology
Albany Psychology Internship Consortium
Albany, New York
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology
Northern Illinois University (NIU)
APA-accredited program

M.A. (1988): Clinical Psychology
Northern Illinois University (NIU)

B.A. (1985): Psychology
The University of Kansas

CLINICAL EXPERIENCE

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.

July 1998 - February 1999: Psychologist providing psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.

July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.

July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.

July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.

January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management, academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.

September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.

Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

- January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.
- Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.
- July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.
- Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.
- August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

TEACHING EXPERIENCE

- Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.
- Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.
- Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.
- Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.
- Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.
- Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology 1: Theory and Assessment of Intellectual Functioning.
- Spring, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

RESEARCH EXPERIENCE

May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.

August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.

May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.

November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.

August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

PROFESSIONAL AFFILIATIONS

American Psychological Association

Cynthia A. Twombly, MA, MBA
Vice President of Operations
West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon, NH 03766
(603) 448-0126

Professional Experience

West Central Behavioral Health - Lebanon, NH
Vice President of Operations

02/09 - present

- At the direction of the President and CEO is responsible for managing Operations of the Agency

Center for Life Management - Derry, NH
Director

10/07 - 01/09

- Recruited for the development and implementation of a strategic business development systematic plan for a regional behavioral health system.
- Improve and develop key stakeholder relationships throughout the Southern New Hampshire Interior Rockingham County.
- Effectively developing new programs and services in collaboration with Parkland Medical Center's executive team.
- Develop and maintain physician relationships to increase referral base and coordinate quality of care for patients.
- Improving community awareness and brand through a collaborative effort with marketing consultant: including development of a regional community television program, testimonial video production.
- Developed a strategic plan to partner the targeted community, Major Gift's effort, medical system community and the organization through an inaugural charity event to increase awareness and fund development. Currently managing the overall project including solicitation of major sponsors and facilitation of committees.
- Identified and implemented improved customer service processes.
- Developed staff training and community education programs.
- Initially assessed readiness of the organization for the process of growth and change: developed and implemented quality of work life strategies to improve organization morale in support of the overall strategic business development plan and to drive increased employee satisfaction. Strategy has been adopted into the organizational system.
- Interface effectively with internal Directors, Executive Team and Board of Directors.
- Developed an Integrated Service Delivery Model including operations, financial, marketing plan negotiations that are targeted to Primary care and Specialty physician practices for growth and development of services into other locations within region.
- Create policies, procedure, and competencies for Integrated Services.

Cynthia Twombly, PLLC, Nashua, NH
President, Counseling and Consulting Services

10/01 - 10/07

- Recruited for the development, implementation, operations and practice of Behavioral Health services in a multi-specialty health care setting, Nashua Medical Group, Nashua, NH. (Harvard Pilgrim HealthCare)
- Provided in-depth needs assessment and treatment plans for individuals, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.
- Effectively resolved healthcare operations, claim and reimbursement issues.
- Develop and maintain healthcare provider relationships, managed care, insurance systems for referral resource network.
- Strong knowledge and experience in fee for service and managed care systems.
- Effectively interfaced with primary care physicians, medical staff, support staff and specialty physicians to ensure the highest quality of health care delivery.
- Facilitated consulting/training programs to outside organizations in conflict management, team development, and problem solving.

Foundation Medical Partners, So. NH Health Systems, Nashua, NH
Director

10/98 - 8/01

- Contributed to the strategic planning, development and implementation of an innovative integrative health center within the Southern New Hampshire Medical Center System, departments, and services including staffing of providers and administrative staff, fit-up, design, operations, forecasting and budgetary responsibilities.
- Directly involved in the development of a strategic marketing plan for the health center including branding, naming, logo development, and creation of advertisements and media roll-out.
- Collaborated with primary care and specialty physicians including anesthesiology, breast health, radiology, cardiac, behavioral health, pain management, pulmonary, physiologists, surgery, oncology, psychiatry to develop an integrated health care delivery system to improve chronic disease patient outcomes and improved delivery of care.
- Interfaced with Executive Management, Physician Committees and Chief of Staff for development of integrated programs within the Southern New Hampshire Medical Center System.
- Directly responsible for budgetary development and monthly provider productivity reports and management.

So. NH Medical Center, So. NH Health Systems, Nashua, NH
Cardiopulmonary Rehab, Clinical

5/93 - 10/98

- Develop clinical exercise prescriptions for cardiac/pulmonary rehab patients and employee wellness programs.
- Extensive chronic disease program development and management within the Cardio-Pulmonary and Community Health Department.
- Assessed and consulted with external health care systems for the development of an integrated disease management system.
- Developed and implemented behavioral health assessments and services for patients with chronic illness.

- Interfaced with Senior Management, Physician Committees and Chief of Staff for growth and development of integrated programs within the Southern New Hampshire Medical Center System.

Nashua Downtown Development, Nashua, NH
Business/Community Development Director

9/87 - 2/93

- Reported directly and accountable to Board of Directors.
- Recruited/solicited businesses to relocate/expand into the Downtown region of Nashua, NH.
- Interfaced/collaborated with city, state government and corporate leaders to support the economic development mission of the organization.
- Developed and oversaw special community events for the region.
- Extensive media relations interface: local/national television, radio, newspapers, newsletter writing and publication.
- Budgetary responsibility and fiscal management
- Recruitment and oversight of volunteers.
- Assessment and needs analysis of community and business climate through extensive *survey* tools.

Education

Master's in Business Administration - Rivier College	2001
Masters of Arts in Counseling, Department of Education - Rivier College	1997
Bachelors of Arts in Psychology - Rivier College	1997

Professional Affiliations

Licensed Clinical Psychotherapist - State of New Hampshire National Certified Counselor, NBCC #53625	
Ethics Chair, New Hampshire Chapter Counselors Association	2003 - 2006

Adjunct Faculty Academic Posts

Rivier College, Graduate Business Department, Nashua, NH,	1/03 - 6/07
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Courses facilitated:

MBA Department: Health Care Administration, Health Care Marketing, Strategic Marketing Management

New Hampshire Technical Community College, Nashua, NH,	8/01 - 6/07
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Courses facilitated:

Human Relations in the Organization, Human Development, Introduction to Psychology

CURRICULUM VITAE

Diane M. Roston, M.D.

Education:

M.D.	University of Wisconsin School of Medicine	1986
M.S.	Science Journalism (coursework only)	
	University of Wisconsin School of Journalism	1982
B.S.	Health Education, summa cum laude	1978
	University of Wisconsin	
	English Major, Grinnell College	1973 - 1975

Postdoctoral Training:

Dartmouth-Hitchcock Medical Center, Lebanon, NH	1986 - 1990
Residency in Psychiatry	

Licensure and Certification:

Diplomate, National Board of Medical Examiners	1987
Diplomate, Adult Psychiatry, #036414	1992
American Board of Psychiatry and Neurology	
New Hampshire Medical Licensure - #7851	1988 - present
Vermont Medical Licensure - #8369	1991 - present

Academic Appointments:

Adjunct Faculty, Department of Psychiatry	1992 - present
Dartmouth Medical School, Lebanon, NH	
Lecturer in Psychiatry	1991
Dartmouth Medical School, Lebanon, NH	
Adjunct Assistant Professor of Women's Studies	1991
Dartmouth College, Hanover, NH	

Hospital Appointments:

Alice Peck Day Memorial Hospital, Lebanon, NH	1996-2004
Nashua Brookside Hospital, Nashua, NH	1988-1990

Professional Experience:

2007-present	Medical Director, West Central Behavioral Health Lebanon, NH
1995-present	Staff Psychiatrist, Enhanced Care Program West Central Behavioral Health
1990-present	Private Practice, general psychiatry
1993-1995	Staff Psychiatrist, Counseling Center of Lebanon West Central Behavioral Health
1990-1991	Research Associate with George Vaillant, M.D. Institute for the Study of Adult Development Dartmouth Medical School, Hanover, NH

1982 Editor, Motherhood and Childbirth Project
 Women's Studies Research Center
 University of Wisconsin, Madison, WI

1978-1981 Patient Educator and counselor
 Wisconsin Clinical Cancer Center
 University of Wisconsin Hospitals & Clinics
 Madison, WI

Major Committee Assignments and Consultations:

National and Regional

Consortium of Women Psychiatrists, Hanover, NH 1992-1996
 Women's Information Service (WISE), Lebanon, NH 1990-2003
 Volunteer training consultant
 National Cancer Institute, Evaluation Consultant 1979-1981
 Cancer Information Service Evaluation Task Force

Institutions:

Obstetrics and gynecology / Psychiatry Liaison Committee 1994-1996
 Psychobiology of Women Steering Committee 1990-1997
 DHMC Department of Psychiatry
 Parental leave Task Force, chairperson 1988-1990
 DHMC Department of Psychiatry

Memberships in Professional Societies:

American Medical Women's Association
 American Psychiatric Association
 Association for Women in Psychiatry
 National Alliance for the Mentally Ill
 New Hampshire Medical Society
 New Hampshire Psychiatric Association

Teaching Activities:

Outpatient Psychiatry Seminar 1996-present
 Third year psychiatry resident seminar
 on models and practice of outpatient care

Adult Development Didactics 2002-present
 Psychiatry residency curriculum, DHMC, Lebanon, NH

"Gender, Culture and Spirituality in Psychiatry"
 Didactic module in psychiatry residency curriculum,
 Dartmouth-Hitchcock Medical Center, Lebanon, NH 1997-2004

Introduction to Psychiatry, clinical instructor 1993-2007
 Second year medical student introductory course
 Dartmouth Medical School, Hanover, NH

Supervision of Psychiatry Interns and Residents 1991-present
 Dartmouth-Hitchcock Medical Center, Lebanon, NH

"Health, Society, and the Physician," group facilitator, 1995

Dartmouth Medical School fourth year course, Department of Family and Community Medicine	
Case Conference Coordinator, Outpatient Psychiatry	1994-1996
Third year psychiatry resident training seminar Dartmouth-Hitchcock Medical Center, Lebanon, NH	
The Psychology of Women in Health and in Sickness	1991
Undergraduate seminar professor Dartmouth College, Hanover, NH	

Other Professional Activities:

Private Practice Supervision Group	1993-present
Co-organized Women and Psychiatry module in psychiatry residency curriculum, DHMC, Lebanon, NH	1989-1997
Cofounder, regional conference, women & psychiatry	1993-1994
Women's Health Faculty Study Group	1990-1996
Co-leader, psychodynamic psychotherapy group	1991-1993

Invited Presentations:

"The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.

"Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.

"Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.

"Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.

"Caring for Survivors of Sexual Abuse." in Topics in Primary Care of Women, DHMC, Continuing Medical Education program, November 1992.

"Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.

"Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.

"Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.

"Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.

"Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.

"Psychiatric Aspects of Pregnancy and the Puerperium." Psychiatry residency seminar, DHMC, April 1993.

"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.

"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.

"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

Publications:

- Vaillant, GE, Orav, J, Meyer, S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. Intl. Psychogeriatrics 8:1-20; 1996.
- Roston, D. A Season for Family: One Physician's Choice. Psychiatric Times. Oct. 1993.
- Roston, D. On Studying Anatomy. Academic Medicine. 68:2, February 1993.
- Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, Ego Mechanisms of Defense: A Guide for Clinicians and Researchers. Washington, DC: American Psychiatric Press, 1992.
- Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. Archives of General Psychiatry. 49, 709-715, 1992.
- Roston, D. Acupuncture: Possible Mechanisms of Action. The New Physician. Jan 1985.
- Roston, D., Editor, Motherhood Symposium Proceedings. Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.
- Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. I Info and Referral Systems. 3:1, 1980.
- Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: West Central Services, Inc.

Name of Program/Service: Substance Use Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Suellen Griffin, President & CEO	\$178,237	0.00%	\$0:00
Robert Gonyo, CFO	\$90,000	2.50%	\$2,250:00
Nancy Nowell, VP Clinical Services	\$95,000	2.50%	\$2,375:00
Cynthia Twombly, VP Operations	\$90,000	1.00%	\$900:00
Diane Roston, Medical Director	\$89,814	0.50%	\$449:07
	\$0	0.00%	\$0:00
	\$0	0.00%	\$0:00
	\$0	0.00%	\$0:00
	\$0	0.00%	\$0:00
	\$0	0.00%	\$0:00
	\$0	0.00%	\$0:00
	\$0	0.00%	\$0:00
	\$0	0.00%	\$0:00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$5,974:07

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

9



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 I-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire -- Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY19	\$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

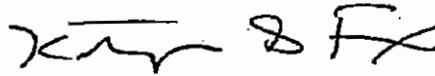
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

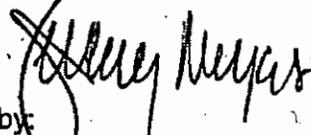
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by
Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Svcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Behv Health
4. Paul Kieman, Clinical Svcs Spclst, Drug & Alcohol Svcs
5. Abby Shockley, Sr Policy Anlyst, Substance Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FIT/NH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carroll County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carroll County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dismas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum

Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County

Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headrest, Inc

Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium

Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$0	\$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364		\$103,364
Sub-total			\$103,364	\$0	\$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			<u>\$2,205,533</u>	<u>\$0</u>	<u>\$2,205,533</u>
Grand Total All			<u>\$3,157,927</u>	<u>\$0</u>	<u>\$3,157,927</u>

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-13)

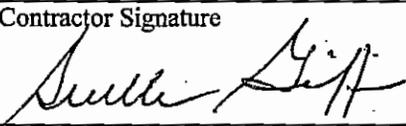
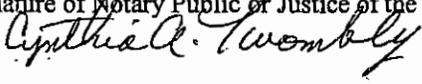
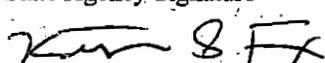
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc.		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-0126	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$59,490
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Suellen Griffin President / CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>June 5, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Cynthia A. Twombly Notary Public CYNTHIA A. TWOMBLY Notary Public - New Hampshire My Commission Expires August 14, 2018			
1.14 State Agency Signature  Date: <u>6/7/18</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Lyden - Atty Gen</u> <u>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

- 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
- 2.1.1.2. Have income below 400% Federal Poverty Level, and
- 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
- 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:



Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1: Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.



Exhibit A

- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
 - 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the



Exhibit A

Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

- 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
- 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.



Exhibit A

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- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
 - 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
 - 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
 - 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
 - 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
 - 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
 - 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.



Exhibit A

2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.



Exhibit A

- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of



Exhibit A

- care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
- 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
- 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.
- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care



Exhibit A

- with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
 - 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level



Exhibit A

of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services,



Exhibit A

- or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs)

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Exhibit A

available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.



Exhibit A

- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).



Exhibit A

- 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns



Exhibit A

having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Reserved

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;



Exhibit A

- 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;



Exhibit A

- 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to



Exhibit A

the Department, in writing, as it becomes available or upon request of the Department; and

- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:
 - 8.1.1. Days of Cash on Hand:



Exhibit A

- 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 8.1.2. Current Ratio:
 - 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 8.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.



Exhibit A

- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.



Exhibit A

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.
- 9. Clinical Services.



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
 - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
 - 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
 - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
 - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
 - 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
 - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
 - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
 - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 6, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 6 Sliding Fee Scale for the client's applicable income level.



Exhibit B

- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Sliding Fee Scale
- 6.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.
 - 6.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%



Exhibit B

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

6.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

7. Submitting Charges for Payment

7.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

7.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

7.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

7.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

7.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

7.1.5. Submit separate batches for each billing month.

7.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

7.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.



Exhibit B

8. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
9. Funds in this contract may not be used to replace funding for a program already funded from another source.
10. The Contractor will keep detailed records of their activities related to Department funded programs and services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
13. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 13.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 13.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 13.2.1. Make cash payments to intended recipients of substance abuse services.
 - 13.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 13.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 13.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 13.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:



Exhibit B

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$8.60	15 min



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000):

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

AS
6/5/18

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)

251 Elm Street, Unit 3
Claremont, NH 03743

Check if there are workplaces on file that are not identified here.

Contractor Name:

6-5-18
Date

Suellen Griffin
Name: Suellen Griffin
Title: President/CEO

Contractor Initials SG
Date 6/5/18



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

6-5-18
Date

Suellen Griffin
Name: Suellen Griffin
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

SS
Date 6/5/18



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

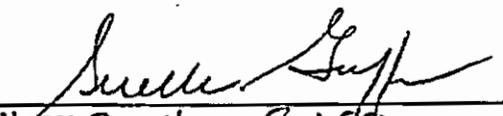
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6-5-18
Date


Name: Suellen Griffin
Title: President/CEO

Contractor Initials SG
Date 6/5/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Handwritten initials, possibly "JH", written in black ink.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

6/5/18

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6-5-18
Date

Swellen Griffin
Name: Swellen Griffin
Title: President/CEO

Exhibit G

Contractor Initials *SG*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

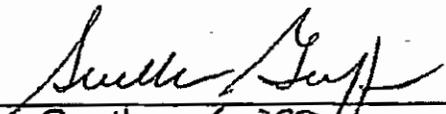
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6-5-18
Date


Name: Suellen Griffin
Title: President / CEO

Contractor Initials SG
Date 6/5/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

JS
6/5/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

West Central Services, Inc.
West Central Behavioral Health
Name of the Contractor

Suellen Griffin
Signature of Authorized Representative

Suellen Griffin
Name of Authorized Representative

President / CEO
Title of Authorized Representative

6-5-18
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6-5-18
Date

Suellen Griffin
Name: Suellen Griffin
Title: President/CEO

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: 150883403
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a


6/5/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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6/5/18



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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6/5/18