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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

June 15, 2021

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

REQUESTED ACTION

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

The Department will monitor contracted services by ensuring the Contractor:

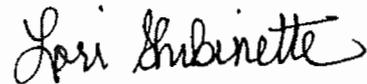
- Uses the Child and Adolescent Needs and Strengths assessment tool with psychiatric oversight and Families and Systems Together Forward engagements with 95% of engaged children, youth and young adults as well as their families.
- Utilizes the Youth Progress Scale and Team Meeting Rating Scale assessment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

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

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

Area served: Statewide.

Respectfully submitted,

A handwritten signature in black ink that reads "Lori Shibinette". The signature is written in a cursive style with a long, sweeping tail on the final letter.

Lori A. Shibinette
Commissioner



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

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

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

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

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

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

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

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



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

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

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

State of New Hampshire
Department of Health and Human Services

6/16/2021

Date

DocuSigned by:
Katja Fox
E99D06B04C63442

Name: Katja Fox
Title: Director

County of Cheshire

6/16/2021

Date

DocuSigned by:
Chris Coates
49944AE985344BD

Name: Chris Coates
Title: County Administrator



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

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

OFFICE OF THE ATTORNEY GENERAL

6/16/2021

Date

DocuSigned by:

D6GA0202E32C4AE

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

CERTIFICATE OF AUTHORITY

I, **Terry M. Clark**, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected **Clerk** of the: **County of Cheshire**.
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the **Board of Commissioners, County of Cheshire**, duly called and held on **June 2, 2021**, at which a quorum of the **Commissioners** was present and voting.
(Date)

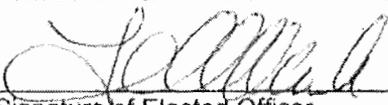
VOTED: That **Christopher C. Coates, County Administrator, County of Cheshire** (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of the **County of Cheshire** to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: **June 2, 2021**



Signature of Elected Officer
Name: **Terry M. Clark**
Title: **Clerk**
Board of Commissioners
County of Cheshire



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:		Member Number:	Company Affording Coverage:	
Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431		601	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2021	1/1/2022	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
NH Department of Health and Human Services Bureau of Contracts & Procurement 129 Pleasant Street Concord, NH 03301-3857			By: <i>Mary Beth Purcell</i> Date: 6/9/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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MAY



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

Lori A. Shitbinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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August 17, 2020

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

REQUESTED ACTION

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

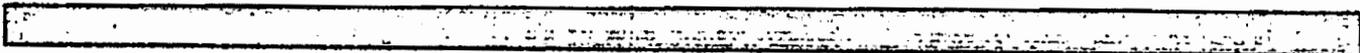
Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

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

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

EXPLANATION

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



His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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needs, and their families.

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

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

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

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

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

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

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

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

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

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

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

Area served: Statewide

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

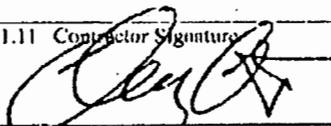
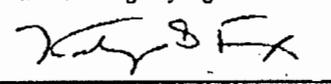
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to four (4) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

Scope of Services

1. Statement of Work

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

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

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- 1.7.4. The Contractor shall conduct assessments, as required by the Department, utilizing evaluation tools that include, but are not limited to:
- 1.7.4.1. The Youth Progress Rating Scale (YPS), also known as outcome rating scale (ORS), which is a quantitative youth and family self-report survey. The Contractor shall ensure:
 - 1.7.4.1.1. Responses are reviewed by the FAST Forward Coordinator;
 - 1.7.4.1.2. A copy of the responses are maintained in the family's case record; and
 - 1.7.4.1.3. The original responses are forwarded to the FAST Forward Program Manager.
 - 1.7.4.2. The Team Meeting Rating Scale (TMRS), which is a survey of the family and youth administered at the conclusion of each Wraparound Team Meeting. The Contractor shall ensure:
 - 1.7.4.2.1. Responses are reviewed by the FAST Forward Coordinator;
 - 1.7.4.2.2. A copy of the responses are maintained in the family's case record; and
 - 1.7.4.2.3. The original responses are forwarded to the FAST Forward Program Manager.
 - 1.7.4.3. The Children and Adolescent Needs and Strengths (CANS) tool completed and reviewed upon beginning services, and at a minimum of every three (3) months thereafter, to measure the needs and strengths of the child, youth, or young adult and the family. The Contractor shall:
 - 1.7.4.3.1. Complete the CANS assessment if not already completed by a clinician;
 - 1.7.4.3.2. Ensure a copy of the assessment is maintained in the family's case record; and
 - 1.7.4.3.3. Provide the original assessment to the FAST Forward Program Manager
- 1.7.5. The Contractor shall ensure case documents are available to the Department in order that a Document Review Measure (DRM), which is a review of case fill content, can be completed by the FAST Forward Program Manager.

1.8. Residential Treatment Oversight

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

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

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

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

- 1.8.7.1. Develop outcome measures for children, youth and young adults who utilize residential treatment.
- 1.8.7.2. Incorporate the outcome measures into the Contractor's evaluation plan of targeted residential treatment levels of care.

1.9. Psychiatric Hospitalization Oversight

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

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

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

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

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

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

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

1.10. Evaluation and Site Review

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

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

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

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

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

2. Exhibits Incorporated

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

3. Reporting Requirements

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

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- 3.1.4. Discharge numbers.
- 3.1.5. Discharge reasons.
- 3.1.6. Patient residential zip code.
- 3.1.7. Demographics of individuals served including, but not limited to:
- 3.1.8. Gender.
- 3.1.9. Age.
- 3.2. The Contractor shall ensure the Evaluation Team submits quarterly reports and delivers a virtual or in-person presentation to the Department, which includes, but is not limited to:
 - 3.2.1. Evaluative program outcomes.
 - 3.2.2. De-identified and aggregate client-level data from sources referenced from the Department.
 - 3.2.3. Outcome and de-identified, aggregate client-level data for Department purposes, including but not limited to:
 - 3.2.3.1. Service Utilization Data.
 - 3.2.3.2. Acute Psychiatric Hospitalization reports.
 - 3.2.3.3. Number of youth remaining in community comparatively to the number of youth needing to access residential treatment.
 - 3.2.4. Gap analysis.

4. Performance Measures

- 4.1. The Contractor shall ensure that the CANS assessment tool is utilized with psychiatric oversight and FAST Forward engagements with 95% of engaged children, youth and young adults as well as their families.
- 4.2. The Contractor shall ensure that the Youth Progress Scale (YPS) and Team Meeting Rating Scale (TMRS) assessment tools are utilized with 80% of engaged children/youth/young adults and their families.
- 4.3. The Contractor shall ensure that FAST Forward plans of care are completed with 100% of engaged children, youth and young adults as well as their families.
- 4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

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5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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EXHIBIT B

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

5.5. Eligibility Determinations

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

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the

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



EXHIBIT B

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

- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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



EXHIBIT C

Payment Terms

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

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



EXHIBIT C

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

Financial Manager
Department of Health and Human Services
129 Peasant Street
Concord, NH 03301
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form P-37 of this Agreement.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting

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



EXHIBIT C

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

13. Audits

13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

Contractor name County of Cheshire		New Hampshire Department of Health and Human Services								
Budget Request for: Care Management Entry Services										
Budget Period: 6FY 2021										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 691,157.00	\$ 109,500.00	\$ 800,657.00	\$ 466,578.00	\$ -	\$ 466,578.00	\$ 224,581.00	\$ 109,500.00	\$ 334,081.00	
2. Employee Benefits	\$ 370,427.00	\$ -	\$ 370,427.00	\$ 233,932.00	\$ -	\$ 233,932.00	\$ 136,495.00	\$ -	\$ 136,495.00	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 6,300.00	\$ -	\$ 6,300.00	\$ 11,700.00	\$ -	\$ 11,700.00	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 5,400.00	\$ -	\$ 5,400.00	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 1,800.00	\$ -	\$ 1,800.00	
6. Travel	\$ 33,600.00	\$ -	\$ 33,600.00	\$ 20,160.00	\$ -	\$ 20,160.00	\$ 13,440.00	\$ -	\$ 13,440.00	
7. Occupancy	\$ 24,000.00	\$ -	\$ 24,000.00	\$ 14,400.00	\$ -	\$ 14,400.00	\$ 9,600.00	\$ -	\$ 9,600.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 7,200.00	\$ -	\$ 7,200.00	\$ 4,800.00	\$ -	\$ 4,800.00	\$ 2,400.00	\$ -	\$ 2,400.00	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 720.00	\$ -	\$ 720.00	\$ 480.00	\$ -	\$ 480.00	
9. Software	\$ 15,360.00	\$ -	\$ 15,360.00	\$ 12,480.00	\$ -	\$ 12,480.00	\$ 2,880.00	\$ -	\$ 2,880.00	
10. Marketing/Communications	\$ 50,500.00	\$ -	\$ 50,500.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,500.00	\$ -	\$ 25,500.00	
11. Staff Education and Training	\$ 31,500.00	\$ -	\$ 31,500.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 23,500.00	\$ -	\$ 23,500.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Youth Move	\$ 150,000.00	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00	\$ -	\$ 150,000.00	
NAMI - NH	\$ 120,000.00	\$ -	\$ 120,000.00	\$ -	\$ -	\$ -	\$ 120,000.00	\$ -	\$ 120,000.00	
KSC - Evaluation	\$ 60,000.00	\$ -	\$ 60,000.00	\$ 36,000.00	\$ -	\$ 36,000.00	\$ 24,000.00	\$ -	\$ 24,000.00	
UNH IOD	\$ 143,000.00	\$ -	\$ 143,000.00	\$ 104,000.00	\$ -	\$ 104,000.00	\$ 39,000.00	\$ -	\$ 39,000.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Uninsured	\$ 169,243.00	\$ -	\$ 169,243.00	\$ -	\$ -	\$ -	\$ 169,243.00	\$ -	\$ 169,243.00	
Mental Health	\$ 204,000.00	\$ -	\$ 204,000.00	\$ 112,000.00	\$ -	\$ 112,000.00	\$ 92,000.00	\$ -	\$ 92,000.00	
Language Services	\$ 25,834.00	\$ -	\$ 25,834.00	\$ 13,334.00	\$ -	\$ 13,334.00	\$ 12,500.00	\$ -	\$ 12,500.00	
Other Community Mental Health	\$ 31,381.00	\$ -	\$ 31,381.00	\$ -	\$ -	\$ -	\$ 31,381.00	\$ -	\$ 31,381.00	
Customizable Goods & Services	\$ 10,512.00	\$ -	\$ 10,512.00	\$ 10,512.00	\$ -	\$ 10,512.00	\$ -	\$ -	\$ -	
TOTAL	\$ 2,162,314.00	\$ 109,500.00	\$ 2,271,814.00	\$ 1,071,814.00	\$ -	\$ 1,071,814.00	\$ 1,090,500.00	\$ 109,500.00	\$ 1,200,000.00	
Indirect As A Percent of Direct		5.1%								

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



EXHIBIT C-2 Rate Schedule

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

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



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

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Exhibits D-H

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Date 8-16-20

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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.

3/2014

Contractor Initials CC

Date 8-12-20

New Hampshire Department of Health and Human Services



Exhibit I

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

8/13/2020
Date

County of Rockingham
Name of the Contractor

Christopher Coster
Signature of Authorized Representative

Christopher Coster
Name of Authorized Representative

County Administrator
Title of Authorized Representative

8-12-20
Date

New Hampshire Department of Health and Human Services
Standard Exhibit J



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

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Exhibit J

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the 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 the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov